

ECOLOGY AND ENVIRONMENT, INC.  
REQUEST FOR FIT SUBCONTRACT APPROVAL

Site: Laclede Coal Gas  
ID #: MOD981715980  
Break: 22.8  
Other: E: E  
6-28-91

TO: EPA Project Officer/Contracting Officer

VIA: 1) Region VII FITOM

2) ZPMO Subcontracts Manager

FROM: Regional Subcontract Manager

SUBJECT: Request for Subcontract Approval

WORK DESCRIPTION: Transport and disposal of twenty-five (25) drums of investigation derived waste.

DATE: June 28, 1991

SITE: Laclede Coal Gas Site

LOCATION: St. Louis, Missouri

TDD NO: F-07-9008-020

PAN: PMO05795A

ATTACHMENTS (Please Check):

☒ 1. Memo of Negotiation/Selection

☒ 2. Technical Directive Document/  
RPO Memo

☒ 3. List of Prospective Bidders

☒ 4. Bid Package:

☒ Invitation For Bid

☒ Request For Quotation

☒ 5. Bid Price Sheet and/or Proposals, E & E Cost Comparison Worksheets

☐ 6. Sole-Source Justification

☒ 7. Proposed Contract/Purchase Order

☐ 8. Optional Form 60/Other Price Breakout

☐ 9. Other

(Specify)

Approved and Issued:

Lewis A. Welzel  
E & E Subcontracts Manager

Date

Request For Proposal

OTHER

(Specify)

SBE  
SDBE  
MBE  
WOB  
Large  
LSA

1. The attached subcontract request and supporting documentation are forwarded for your review and approval. The subcontract is a Time and Materials type with an estimated start date of July 22, 1991, and a completion date of August 31, 1991 with an estimated cost of \$35,882.00. The proposed contractor is Remediation Services of St. Louis, Missouri.

2. Your approval or disapproval of this contractual action may be indicated below.

☒ Henry D. Van Cleave, ZPM-FIT Date

☒ R. Frank, V.P. Finance  
(if T & M > \$10K)  
(if fixed price > \$25K) Date

☒ EPA Project Officer  
(all > \$2K) Date

☒ EPA Contracting Officer  
(if T & M > \$10K)  
(if fixed price > \$25K)  
(all consultants) Date

Approved  
Disapproved Reason

Approved  
Disapproved Reason

Approved  
Disapproved Reason

Appr  
Dis: 0704

30282926



Superfund

0400

10.0

ES



## **ecology and environment, inc.**

CLOVERLEAF BUILDING 3, 6405 METCALF, OVERLAND PARK, KANSAS 66202, TEL. 913/432-9961

International Specialists in the Environment

### **MEMORANDUM OF SELECTION/NEGOTIATION**

**TO:** Zone Program Manager, H.D. Van Cleave

**THRU:** FITOM, E & E Region VII

**FROM:** Subcontract Manager, E & E Region VII

**DATE:** June 27, 1991

**SUBJECT:** Proposed Subcontract for the transport and disposal of 25 drums of site derived waste (SDW) from the Laclede Coal Gas site in St. Louis, Missouri.  
TDD #F-07-9008-020 PAN #FM00579SA  
NTE \$35,882.00

#### **A. BACKGROUND**

During a site investigation in St. Louis, Missouri, twenty-five (25) steel 55-gallon drums of site derived waste were generated. The total includes nine (9) drums of soil cuttings, eight (8) drums of decontamination water, three drums of personal protective equipment (PPE) and five (5) drums of PPE and used glass sample jars. All the drums are labeled on the top and sides as to origin and drum number. Letter prefixes to the drum number indicate the matrix within the drum. The letter "P" indicates plastic and PPE, "B" indicates soil (boring) cuttings, and "W" indicates decontamination water. The major contaminants identified at this site are coal tar sludges and metal cyanide complexes.

#### **B. SCOPE OF WORK**

The subcontractor will be responsible for the following:

- 1) arranging for, and conducting, the transport of wastes to a disposal facility
- 2) sampling the drums if necessary, and having those samples analyzed for the appropriate compounds or characteristics (if existing sample analyses are not adequate)

- 3) arranging for, and conducting, the disposal of the drums and the wastes contained within the drums
- 4) providing the personnel and equipment to on-load and off-load the drums at all transfer points
- 5) supply and prepare all manifests (EPA/E & E will sign as generator)
- 6) provide documentation that the transportor and disposal facility are in compliance with all appropriate laws and regulations at the time of the waste disposal.

The subcontractor must follow all federal, state and local laws and regulations appropriate to this task. The subcontractor will be responsible for acquiring all necessary permits and licenses for the successful completion of this task.

Upon completion of the work, complete records of all work including all information specified below, will be delivered at the expense of the subcontractor to the office of Ecology and Environment, Inc., located at Cloverleaf Building #3, Suite 404, 6405 Metcalf Avenue, Overland Park, Kansas 66202, Attention: Wes McCall.

- a. brief summary of the work conducted
- b. start and completion dates
- c. copies of all manifests
- d. list of companies and contractors involved in this task
- e. method of disposal and justification
- f. listing of all pertinent transportor or disposal facility codes, i.e. T/S/D numbers as assigned by the USEPA
- g. detailed description of the disposal method
- h. original copies of the certificates of destruction or disposal
- i. documentation that the disposal facility was in compliance with the appropriate and relevant laws and regulations at the time of disposal
- j. copies of all sampling results, and copies of the field sheets as well as the chain-of-custody records.

#### **C. BID SOLICITATION**

Requests for bid proposals were sent to four prospective bidders on May 14, 1991.

- 1) Heritage Remediation/Engineering, Inc.  
St. Louis, Missouri 63142

- 2) Riedel Solvent Recovery Corporation  
Kansas City, Missouri 64101
- 3) Chemical Waste Management, Inc.  
Geneva, Illinois 60134
- 4) Remediation Services, Inc.  
St. Louis, Missouri 63146

Bidders responded to this solicitation by May 24, 1991, the specified date of transmittal. Of the solicited bidders only Remediation Services, Inc., (RSI) chose to respond to the bid solicitation. Heritage Remediation/Engineering Inc. declined to submit a bid because their cyanide treating facility located in Indianapolis, Indiana, is currently closed for maintenance and retrofitting to upgrade their capacity. Chemical Waste Management declined to bid at this time because of schedule conflicts with our proposed mobilization date. Riedel Solvent Recovery Corporation failed to respond to the bid for unknown reasons.

#### **D. COST/PRICE/ANALYSIS/JUSTIFICATION**

The FIT VII technical review panel examined the proposals submitted, and determined that Remediation Services, Inc. (RSI) provided a reasonable overall estimated cost for the Statement of Work (bid package) provided. The unit prices and total cost of the bid were determined fair and reasonable based on the panel's technical knowledge of the work to be performed, and the unit prices quoted on similar removal subcontracts let by Region VII FIT. Selection was also made with consideration of RSI's technical capability and their projected period of work duration. The recommended not-to-exceed estimated cost is based on the assumption that 100 percent of the work will be conducted in level-D personal protection. This description of work environment was stipulated in the bidders package. After work begins and further site evaluation occurs, it may be deemed necessary to alter this work description. In this event the E & E project manager will insure that appropriate rates are charged, commensurate with the level of personal protection used.

**E. RECOMMENDATION**

Region VII FIT recommends the approval of a Time and Materials type subcontract with a not-to-exceed dollar obligation of thirty-five thousand eight hundred and eighty two dollars (\$35,882.00) to Remediation Services, Inc. located in St. Louis, Missouri, for work to be performed at the Laclede Coal Gas site in St. Louis, Missouri. This NTE reflects 100 percent level-D work.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII  
726 MINNESOTA AVENUE  
KANSAS CITY, KANSAS 66101

MEMORANDUM

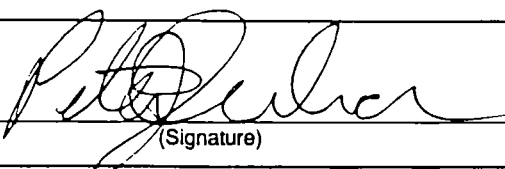
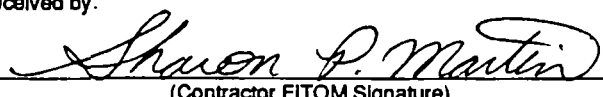
TO: FIT Zone II Contract Officer

FROM: FIT RPO Region VII, Pete Culver *Pete Culver*

DATE: June 25, 1991

SUBJECT: Drum Transportation and Disposal Subcontract for the Laclede  
Coal Gas site, St. Louis, Missouri.  
TDD #F-07-9008-020 PAN #FM00579SA

The subcontract for the transportation and disposal of 25 drums of site derived waste from the Laclede Coal Gas site has been reviewed by our technical staff. The work involved in this phase has been deemed essential for the satisfactory completion of the Technical Directive Document. The transport and disposal methods have been evaluated and approved. The estimated costs (\$35,882.00) are considered appropriate for this task.

1A. Cost Center: <b>FT 1307</b>		<b>FIT ZONE II CONTRACT</b> Contract Number 68-01-7347 <b>TECHNICAL DIRECTIVE DOCUMENT (TDD)</b>			2. TDD Number: F -07-9008-020	
1B. Account Number: <b>FM00579SAA</b>					2A. Amendment: * <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Technical	
3A. Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low		3B. Key EPA Contact: Name: <u>GREG REESOR</u> Phone: <u>551-7695</u>				
4A. Estimate of Technical Hours: 1255		4B. Subcontract: T&M IDW DISPOSAL T&M DRILLING		4C. Estimate of Subcontract Cost: *NTE 35,882 22,000		5A. SSID Number: UNASSIGNED
5B. CERID Number: MOD981715980						
5C. EPA Site Name: LACLEDE COAL GAS SITE				5D. City/County/State: ST. LOUIS/ST. LOUIS/MISSOURI		
6. Desired Report Format: <input checked="" type="checkbox"/> Formal Report <input type="checkbox"/> Standard Report <input type="checkbox"/> Letter Report <input type="checkbox"/> Formal Briefing				7A. Activity Start Date: 8/29/90		7B. Estimated Completion Date: 10/31/91
8A. Type of Activity: <input type="checkbox"/> PA <input type="checkbox"/> RCRA-PA <input type="checkbox"/> HRS Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> SSI <input type="checkbox"/> RCRA-SSI <input type="checkbox"/> QA Support <input type="checkbox"/> General Technical Assistance <input type="checkbox"/> LSI <input type="checkbox"/> Special Studies				<input type="checkbox"/> Removal Support <input type="checkbox"/> Remedial Support <input type="checkbox"/> Enforcement Support <input type="checkbox"/> Program Management <input type="checkbox"/> Equipment Maintenance		8B. FIT/SCAP Goal: Will Deliverable Meet a Unit of the Goal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. General Task Description:  PERFORM A SCREENING SITE INVESTIGATION OF THE LACLEDE COAL GAS SITE LOCATED IN ST. LOUIS, MISSOURI.						
10. Specific Elements: 1) REVIEW BACKGROUND INFORMATION 2) PREPARE DRAFT HRS SCORE 3) CONDUCT SITE RECONNAISSANCE 4) PREPARE WORK PLAN 5) PREPARE BID SPECS AND SUBCONTRACT PACKAGES 6) IMPLEMENT WORK PLAN AND PRODUCE TRIP AND FINAL REPORTS  <input type="checkbox"/> Additional Scope Attached					11. Interim Deadlines:        	
12. Comments:  *AMENDED TO ADD SUBCONTRACT COSTS FOR IDW DISPOSAL						
13. Authorizing:  (Signature)				<input checked="" type="checkbox"/> FIT-RPO <input type="checkbox"/> HQ-PO <input type="checkbox"/> HQ-DPO		14. Date: 6/27/91
15. Received by:  (Contractor FITOM Signature)				<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted with Exceptions (Attached) <input type="checkbox"/> Rejected		16. Date: 6/27/91

# LIST OF PROSPECTIVE BIDDERS

	<u>Sent Request</u>	<u>Received Written Bid</u>
1) Bob Grant Heritage Remediation/Engineering Inc. 183 McDonald Blvd. St. Louis, Missouri 63142	5/14/91	No bid
2) Richie McGinnis Riedel Solvent Recovery Corp. 801 Mulberry Kansas City, Missouri 64101 (816) 474-1391	5/14/91	No bid
3) Andy Fuller Chemical Waste Management, Inc. 2000 South Batavia Ave. Geneva, Illinois 60134 1-800-843-3604	5/14/91	No bid
4) Kevin Dyer Remediation Services 11401 Moog Drive St. Louis, Missouri 63146 (314) 567-5300	5/14/91	5/24/91



MEMORANDUM

DATE: May 14, 1991

TO:

SUBJECT: Information for Bidders Package

ATTACHMENTS: Information for Bidders Package  
Statement of Medical Fitness

Dear Sir,

The attached Information for Bidders Package constitutes a request from the U.S. Environmental Protection Agency (USEPA) and Ecology and Environment, Inc. (E & E) for the removal and disposal of waste soil cuttings, equipment decontamination water, and personal protective equipment (PPE) generated by EPA/E & E during a site investigation in St. Louis, Missouri. The materials are contaminated with coal tar waste including volatile organics, semi-volatile organics, total petroleum hydrocarbons, cyanide, and metals.

The information package contains background information, purpose and scope of this project.

If E & E and your company are able to concur on the appropriate contractual agreement, the work is to be initiated during the week of June 10, 1991.

A written proposal should be submitted by May 24, 1991, and should include the following:

- 1) A statement that all work will be performed in accordance with the specifications set forth in the Information for Bidders Package and which will stand in a Court of Law.
- 2) "Statement of Qualifications" of those individuals who will be assigned to the project.
- 3) Three (3) references which we may contact where similar work has been performed (preferably hazardous or industrial waste sites).
- 4) Documentation of all applicable permits needed to conduct this task.

- 5) A time schedule which will be adhered to, provided no unusual delays are encountered.
- 6) List of major equipment to be utilized in the completion of the project.
- 7) Proof of insurance.
- 8) A detailed account of your suggested removal and disposal plan.
- 9) Subcontract Status Form.

If you have any further questions with regard to the attached information, please call Wes McCall at the Kansas City Regional Office (913) 432-9961.

Sincerely,

Sharon P. Martin  
FIT Office Manager

SM/bm

Attachments

BID PACKAGE SPECIFICATIONS  
DRUMMED WASTE REMOVAL AND  
DISPOSAL AT LACLEDE COAL GAS SITE  
ST. LOUIS, MISSOURI  
TDD #F-07-9008-020 PAN #FM00579SA  
KEITH BROWN, PROJECT MANAGER  
WES MC CALL, SUBCONTRACTS MANAGER

## TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1: GENERAL .....	1-1
1.1 SITE DESCRIPTION .....	1-1
1.2 WASTE GENERATION .....	1-1
SECTION 2: INFORMATION TO BIDDERS.....	2-1
SECTION 3: SCOPE OF WORK .....	3-1
SECTION 4: SITE SAFETY .....	4-1
SECTION 5: CONTRACT PARTICULARS .....	5-1
SECTION 6: BID PARTICULARS .....	6-1
SECTION 7: BID ITEMS .....	7-1
SECTION 8: BID SHEETS .....	8-1
APPENDIX A: STATEMENT OF MEDICAL FITNESS .....	A-1
APPENDIX B: STATEMENT OF HEALTH AND SAFETY TRAINING .....	B-1
APPENDIX C: RECOMMENDED LEVELS OF PROTECTION .....	C-1
APPENDIX D: SAMPLE TIME AND MATERIALS SUBCONTRACT .....	D-1

## LIST OF TABLES

<u>Table</u>	<u>Page</u>
1          Analytical Results .....	1-3

BID SPECIFICATION  
DRUM REMOVAL AND DISPOSAL  
AT  
THE LACLEDE COAL GAS SITE  
ST. LOUIS, MISSOURI  
F-07-9008-020/FM00579SA

SECTION 1: GENERAL BACKGROUND

Ecology and Environment, Inc. (E & E) with a business office at 1700 N. Moore Street, Suite 1105, Arlington, Virginia 22209 has entered into a contract (Contract No. 68-01-7347) with the United States Environmental Protection Agency (EPA), dated November 1, 1986, to furnish technical, engineering and managerial services in support of Field Investigation activities at uncontrolled hazardous substance facilities.

E & E has completed a site investigation in St. Louis, Missouri. As a result of this investigation, 25 drums of site derived waste were generated.

1.1 SITE DESCRIPTION

The drums are located at the Laclede Coal Gas site (east terminus of Mullanphy Street) in St. Louis, Missouri. The area is flat and accessible to conventional vehicles.

1.2 WASTE GENERATION

During a site investigation in St. Louis, Missouri, twenty five (25) steel 55-gallon drums of site derived waste were generated. The total includes nine (9) drums of soil cuttings, eight (8) drums of decontamination water, three drums of personal protective equipment (PPE) and five (5) drums of PPE and used glass sample jars. All the drums are labeled on the top and sides as to origin and drum number. Letter prefixes to the drum number indicate the matrix within the drum. The letter "P" indicates Plastic and PPE, "B" indicates soil (boring) cuttings, and "W" indicates decontamination water.

The major contaminants identified at this site are coal tar sludges and metal cyanide complexes. See Table 1 for analytical results of a composite sample of the soil cuttings (001) and of the decontamination water (002).

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND		UNITS	001	002			
SM01	SILVER	BY ICAP	MG/KG: 2.6	U			
SM02	ALUMINUM	BY ICAP	MG/KG: 8200	J			
SM03	ARSENIC	BY ICAP	MG/KG: 11	J			
SM04	BARIUM	BY ICAP	MG/KG: 140	J			
SM05	BERYLLIUM	BY ICAP	MG/KG: 1.3	U			
SM06	CADMIUM	BY ICAP	MG/KG: 2.7	J			
SM07	COBALT	BY ICAP	MG/KG: 5.6				
SM08	CHROMIUM	BY ICAP	MG/KG: 14	J			
SM09	COPPER	BY ICAP	MG/KG: 23				
SM10	IRON	BY ICAP	MG/KG: 21000	J			
SM11	MANGANESE	BY ICAP	MG/KG: 490	J			
SM12	MOLYBDENUM	BY ICAP	MG/KG: NA	O			
SM13	NICKEL	BY ICAP	MG/KG: 15				
SM14	LEAD	BY ICAP	MG/KG: 140	J			
SM15	ANTIMONY	BY ICAP	MG/KG: NA	I			
SM16	SELENIUM	BY ICAP	MG/KG: NA	I			
SM17	TITANIUM	BY ICAP	MG/KG: NA	O			
SM18	THALLIUM	BY ICAP	MG/KG: 2.6	U			
SM19	VANADIUM	BY ICAP	MG/KG: 23				
SM20	ZINC	BY ICAP	MG/KG: 87	J			
SM21	CALCIUM	BY ICAP	MG/KG: 27000	J			
SM22	MAGNESIUM	BY ICAP	MG/KG: 3500	J			
SM23	SODIUM	BY ICAP	MG/KG: 520	J			
SM24	POTASSIUM	BY ICAP	MG/KG: 980	J			
SM34	MERCURY	BY COLD VAPOR AA	MG/KG: 0.54	J			
SP01	ALPHA BHC		UG/KG: 790	U			

SAMPLE 001 = SOIL

SAMPLE 002 = WATER

CODES-- U = Less than detection limit

J = Data reported but not valid by approved QC procedures

O = Parameter not analyzed

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002				
SS04 2-CHLOROPHENOL	UG/KG	130000	U				
SS05 1,3-DICHLOROBENZENE	UG/KG	130000	U				
SS06 1,4-DICHLOROBENZENE	UG/KG	130000	U				
SS07 BENZYL ALCOHOL	UG/KG	130000	U				
SS08 1,2-DICHLOROBENZENE	UG/KG	130000	U				
SS09 2-METHYLPHENOL (O-CRESOL)	UG/KG	130000	U				
SS10 BIS(2-CHLOROISOPROPYL) ETHER	UG/KG	130000	U				
SS11 4-METHYLPHENOL (P-CRESOL)	UG/KG	130000	U				
SS12 N-NITROSO-DIPROPYLAMINE	UG/KG	130000	U				
SS13 HEXACHLOROETHANE	UG/KG	130000	U				
SS14 NITROBENZENE	UG/KG	130000	U				
SS15 ISOPHORONE	UG/KG	130000	U				
SS16 2-NITROPHENOL	UG/KG	130000	U				
SS17 2,4-DIMETHYLPHENOL	UG/KG	130000	U				
SS18 BENZOIC ACID	UG/KG	630000	U				
SS19 BIS(2-CHLOROETHOXY) METHANE	UG/KG	130000	U				
SS20 2,4-DICHLOROPHENOL	UG/KG	130000	U				
SS21 1,2,4-TRICHLOROBENZENE	UG/KG	130000	U				
SS22 NAPHTHALENE	UG/KG	210000					
SS23 4-CHLOROBUTYLENE	UG/KG	130000	U				
SS24 HEXACHLOROBUTADIENE	UG/KG	130000	U				
SS25 4-CHLORO-3-METHYLPHENOL	UG/KG	130000	U				
SS26 2-METHYLNAPHTHALENE	UG/KG	130000	U				
SS27 HEXACHLOROXYCLOPENTADIENE	UG/KG	130000	U				
SS28 2,4,6-TRICHLOROPHENOL	UG/KG	130000	U				
SS29 2,4,5-TRICHLOROPHENOL	UG/KG	630000	U				



TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002				
SS56 3,3'-DICHLOROBENZIDINE	UG/KG	260000	U				
SS57 BENZO(A)ANTHRACENE	UG/KG	130000	U				
SS58 BIS(2-ETHYLHEXYL)PHTHALATE	UG/KG	130000	U				
SS59 CHRYSENE	UG/KG	130000	U				
SS60 DI-N-OCTYL PHTHALATE	UG/KG	130000	U				
SS61 BENZO(B)FLUORANTHENE	UG/KG	130000	U				
SS62 BENZO(K)FLUORANTHENE	UG/KG	130000	U				
SS63 BENZO(A)PYRENE	UG/KG	130000	U				
SS64 INDENO(1,2,3-CD)PYRENE	UG/KG	130000	U				
SS65 DIBENZO(A,H)ANTHRACENE	UG/KG	130000	U				
SS66 BENZO(G,H,I)PERYLENE	UG/KG	130000	U				
ST09 CYANIDE	MG/KG	15					
SV03 CHLOROMETHANE	UG/KG	66	U				
SV04 BROMOMETHANE	UG/KG	66	U				
SV05 VINYL CHLORIDE	UG/KG	66	U				
SV06 CHLOROETHANE	UG/KG	66	U				
SV07 METHYLENE CHLORIDE	UG/KG	33	U				
SV08 1,1-DICHLOROETHYLENE	UG/KG	33	U				
SV09 1,1-DICHLOROETHANE	UG/KG	33	U				
SV10 TRANS 1,2-DICHLOROETHYLENE	UG/KG	66	U				
SV11 CHLOROFORM	UG/KG	33	U				
SV12 1,2-DICHLOROETHANE	UG/KG	33	U				
SV13 1,1,1-TRICHLOROETHANE	UG/KG	33	U				
SV14 CARBON TETRACHLORIDE	UG/KG	33	U				
SV15 BROMODICHLOROMETHANE	UG/KG	33	U				
SV16 1,2-DICHLOROPROPANE	UG/KG	33	U				

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002			
SV17 BENZENE	UG/KG	26000				
SV18 TRANS-1,3-DICHLOROPROPENE	UG/KG	33	U			
SV19 TRICHLOROETHYLENE	UG/KG	33	U			
SV20 CIS-1,3-DICHLOROPROPENE	UG/KG	33	U			
SV21 DIBROMOCHLOROMETHANE	UG/KG	33	U			
SV22 1,1,2-TRICHLOROETHANE	UG/KG	33	U			
SV24 BROMOFORM	UG/KG	33	U			
SV25 1,1,2,2-TETRACHLOROETHENE	UG/KG	77				
SV26 TOLUENE	UG/KG	2000				
SV27 1,1,2,2-TETRACHLOROETHANE	UG/KG	33	U			
SV28 CHLOROBENZENE	UG/KG	33	U			
SV29 ETHYL BENZENE	UG/KG	15000				
SV30 ACETONE	UG/KG	66	U			
SV31 CARBON DISULFIDE	UG/KG	33	U			
SV32 2-BUTANONE	UG/KG	NA	I			
SV33 VINYL ACETATE	UG/KG	66	U			
SV34 2-HEXANONE	UG/KG	66	U			
SV35 4-METHYL-2-PENTANONE	UG/KG	66	U			
SV36 STYRENE	UG/KG	33	U			
SV37 SULFUR DIOXIDE TOTAL	UG/KG	43000				
WM01 SILVER	BY ICAP	UG/L		10	U	
WM02 ALUMINUM	BY ICAP	UG/L		12000		
WM03 ARSENIC	BY ICAP	UG/L		51		
WM04 BARIUM	BY ICAP	UG/L		1400	J	
WM05 BERYLLIUM	BY ICAP	UG/L		5.0	U	
WM06 CADMIUM	BY ICAP	UG/L		30		

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND		UNITS	001	002			
WM07 COBALT	BY ICAP	UG/L	64				
WM08 CHROMIUM	BY ICAP	UG/L	150				
WM09 COPPER	BY ICAP	UG/L	480				
WM10 IRON	BY ICAP	UG/L	220000				
WM11 MANGANESE	BY ICAP	UG/L	3200				
WM12 MOLYBDENUM	BY ICAP	UG/L	NA	0			
WM13 NICKEL	BY ICAP	UG/L	180				
WM14 LEAD	BY ICAP	UG/L	1100				
WM15 ANTIMONY	BY ICAP	UG/L	60	U			
WM16 SELENIUM	BY ICAP	UG/L	NA	I			
WM17 TITANIUM	BY ICAP	UG/L	NA	0			
WM18 THALLIUM	BY ICAP	UG/L	10	U			
WM19 VANADIUM	BY ICAP	UG/L	260				
WM20 ZINC	BY ICAP	UG/L	1200				
WM21 CALCIUM TOTAL BY ICAP		MG/L	260	J			
WM22 MAGNESIUM TOTAL BY ICAP		MG/L	49				
WM23 SODIUM TOTAL BY ICAP		MG/L	25				
WM24 POTASSIUM TOTAL BY ICAP		MG/L	18	J			
WM34 MERCURY	BY COLD VAPOR AA	UG/L	6.0				
WP01 ALPHA-BHC		UG/L	2.5	U			
WP02 BETA-BHC		UG/L	2.5	U			
WP03 DELTA-BHC		UG/L	2.5	U			
WP04 GAMMA-BHC (LINDANE)		UG/L	2.5	U			
WP05 ALDRIN		UG/L	2.5	U			
WP06 DIELDRIN		UG/L	5.0	U			
WP07 A ENDOSULFAN		UG/L	2.5	U			

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002
WS10 BIS(2-CHLOROISOPROPYL) ETHER	UG/L	100	U
WS11 4-METHYLPHENOL (P-CRESOL)	UG/L	100	U
WS12 N-NITROSO-DIPROPYLAMINE	UG/L	100	U
WS13 HEXACHLOROETHANE	UG/L	100	U
WS14 NITROBENZENE	UG/L	100	U
WS15 ISOPHORONE	UG/L	100	U
WS16 2-NITROPHENOL	UG/L	100	U
WS17 2,4-DIMETHYLPHENOL	UG/L	100	U
WS18 BENZOIC ACID	UG/L	500	U
WS19 BIS(2-CHLOROETHOXY) METHANE	UG/L	100	U
WS20 2,4-DICHLOROPHENOL	UG/L	100	U
WS21 1,2,4-TRICHLOROBENZENE	UG/L	100	U
WS22 NAPHTHALENE	UG/L	980	
WS23 4-CHLOROANILINE	UG/L	100	U
WS24 HEXACHLOROBUTADIENE	UG/L	100	U
WS25 4-CHLORO-3-METHYLPHENOL	UG/L	100	U
WS26 2-METHYLNAPHTHALENE	UG/L	1200	
WS27 HEXACHLOROCYCLOPENTADIENE	UG/L	100	U
WS28 2,4,6-TRICHLOROPHENOL	UG/L	100	U
WS29 2,4,5-TRICHLOROPHENOL	UG/L	500	U
WS30 2-CHLORONAPHTHALENE	UG/L	100	U
WS31 2-NITROANILINE (ORTHO NITROANILINE)	UG/L	500	U
WS32 DIMETHYLPHTHALATE	UG/L	100	U
WS33 ACENAPHTHYLENE	UG/L	100	U
WS34 3-NITROANILINE	UG/L	500	U
WS35 ACENAPHTHENE	UG/L	230	

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002
WS36 2,4-DINITROPHENOL	UG/L	500	U
WS37 4-NITROPHENOL	UG/L	500	U
WS38 DIBENZOFURAN	UG/L	100	U
WS39 2,4-DINITROTOLUENE	UG/L	100	U
WS40 2,6-DINITROTOLUENE	UG/L	100	U
WS41 DIETHYLPHTHALATE	UG/L	100	U
WS42 4-CHLOROPHENYL PHENYL ETHER	UG/L	100	U
WS43 FLUORENE	UG/L	440	
WS44 4-NITROANILINE	UG/L	500	U
WS45 4,6-DINITRO-2-METHYLPHENOL	UG/L	500	U
WS46 N-NITROSODIPHENYLAMINE	UG/L	100	U
WS47 4-BROMOPHENYL PHENYL ETHER	UG/L	100	U
WS48 HEXACHLOROBENZENE	UG/L	100	U
WS49 PENTACHLOROPHENOL	UG/L	500	U
WS50 PHENANTHRENE	UG/L	1000	
WS51 ANTHRACENE	UG/L	270	
WS52 DI-N-BUTYL PHTHALATE	UG/L	100	U
WS53 FLUORANTHENE	UG/L	380	
WS54 PYRENE	UG/L	560	
WS55 BUTYL BENZYL PHTHALATE	UG/L	100	U
WS56 1,2-DICHLOROBENZIDINE	UG/L	200	U
WS57 BENZO(A)ANTHRACENE	UG/L	250	
WS58 BIS(2-ETHYLHEXYL)PHTHALATE	UG/L	180	U
WS59 ETHYLENE	UG/L	280	
WS60 DI-N-BUTYL PHTHALATE	UG/L	100	U
WS61 BENZO(B)FLUORANTHENE	UG/L	100	U

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002			
WS62 BENZO(K)FLUORANTHENE	UG/L		120			
WS63 BENZO(A)PYRENE	UG/L		180			
WS64 INDENO(1,2,3-CD)PYRENE	UG/L		100	U		
WS65 DIBENZO(A,H)ANTHRACENE	UG/L		100	U		
WS66 BENZO(G,H,I)PERYLENE	UG/L		100			
WT09 CYANIDE, TOTAL	MG/L		2500			
WV03 CHLOROMETHANE	UG/L		10	U		
WV04 BROMOMETHANE	UG/L		10	U		
WV05 VINYL CHLORIDE	UG/L		10	U		
WV06 CHLOROETHANE	UG/L		10	U		
WV07 METHYLENE CHLORIDE	UG/L		50			
WV08 1,1-DICHLOROETHENE	UG/L		5.0	U		
WV09 1,1-DICHLOROETHANE	UG/L		5.0	U		
WV10 1,2-DICHLOROETHENE, TOTAL	UG/L		5.0	U		
WV11 CHLOROFORM	UG/L		5.0	U		
WV12 1,2-DICHLOROETHANE	UG/L		5.0	U		
WV13 1,1,1-TRICHLOROETHANE	UG/L		5.0	U		
WV14 CARBON TETRACHLORIDE	UG/L		5.0	U		
WV15 BROMODICHLOROMETHANE	UG/L		5.0	U		
WV16 1,2-DICHLOROPROPANE	UG/L		5.0	U		
WV17 BENZENE	UG/L		6.0			
WV19 TRICHLOROETHENE	UG/L		5.0	U		
WV20 CIS-1,3-DICHLOROPROPENE	UG/L		5.0	U		
WV21 DIBROMOCHLOROMETHANE	UG/L		5.0	U		
WV22 1,1,2-TRICHLOROETHANE	UG/L		5.0	U		
WV24 BROMOFORM	UG/L		5.0	U		

## SECTION 2: INFORMATION TO BIDDERS

Questions regarding specific aspects of the work to be performed should be directed to the attention of the E & E project manager, Keith Brown (913/432-9961), and questions concerning contract procedures should be addressed to the E & E ZPMO Subcontracts Manager, Mr. Lewis A. Welzel (703/522-6065) or the E & E Regional Subcontracts Manager, Mr. Wes McCall (913/432-9961).

This removal has been requested by the waste generator, EPA. The storage site is located within the Apex Oil Company's Tank Farm on flat, graveled terrain and, as such, will be accessible by conventional vehicles.

Access to private property will be arranged by E & E and the EPA prior to commencement of the project. All subcontractor personnel must coordinate entry onto the site with E & E.

This project has a high priority rating as assigned by the EPA. The present schedule calls for mobilization of equipment on-site by June 10, 1991.

### SECTION 3: SCOPE OF WORK

The subcontractor will be responsible for the following:

- 1) arranging for, and conducting, the transport of wastes to a disposal facility
- 2) sampling the drums if necessary, and having those samples analyzed for the appropriate compounds or characteristics (if existing sample analyses are not adequate)
- 3) arranging for, and conducting, the disposal of the drums and the wastes contained within the drums
- 4) providing the personnel and equipment to on-load and off-load the drums at all transfer points
- 5) supply and prepare all manifests (EPA/E & E will sign as generator)
- 6) provide documentation that the transportor and disposal facility are in compliance with all appropriate laws and regulations at the time of the waste disposal.

The subcontractor must follow all federal, state and local laws and regulations appropriate to this task. The subcontractor will be responsible for acquiring all necessary permits and licenses for the successful completion of this task.

Upon completion of this task, a report containing the following information shall be submitted to the E & E office identified in Section 5:

- a. brief summary of the work conducted
- b. start and completion dates
- c. copies of all manifests
- d. list of companies and contractors involved in this task
- e. method of disposal and justification
- f. listing of all pertinent transportor or disposal facility codes, i.e. T/S/D numbers as assigned by the USEPA
- g. detailed description of the disposal method
- h. original copies of the certificates of destruction or disposal
- i. documentation that the disposal facility was in compliance with the appropriate and relevant laws and regulations at the time of disposal
- j. copies of all sampling results, and copies of the field sheets as well as the chain-of-custody records.



#### SECTION 4: SITE SAFETY

Because of the hazardous nature of the materials all personnel employed or retained for services by the subcontractor may be required to wear personal protective clothing and respiratory protective equipment while engaged in site-related activities. Appendix B contains U.S. EPA and E & E level of protection guidelines pertaining to personal protective clothing and respiratory equipment. E & E guidelines may at times call for minor modifications within each level of protection. Upon mobilization, the subcontractor shall be prepared to perform work at protection levels up-to and including level C. The required level of protection during operations will be dictated by waste characteristics, site characteristics, and meteorological conditions. In addition, the potential for the need to upgrade protection levels exists at any site where hazardous waste may be found. It is estimated that all work will be conducted in level-D personal protection.

Determination of the need for respiratory protection will be made by E & E personnel on a location-to-location basis. It is anticipated that E & E guidelines will require the use of an air-purifying mask with cartridges during operations at this site.

If needed, the subcontractor is required to provide his employees with respiratory protective equipment and the necessary training in the use of this equipment, E & E will provide respiratory protective equipment to its employees only.

Respiratory protective equipment cannot be used by individuals with long sideburns or beards or by individuals who wear standard eye-glasses or contact lenses. Special eyeglasses that can be worn with the respiratory equipment are available and can be purchased by the subcontractor at his expense.

Other protective equipment which will be required for this task includes chemically resistant coveralls, rubber overshoes, steel-toed safety boots, hard-hats, rubber gloves, and safety goggles, all of which will be furnished by the subcontractor.

Questions regarding levels of protection and related equipment should be addressed to the E & E project manager prior to preparation of the bid proposal. Further, the prospective bidder is requested to carefully review Item 31. "Submission to Physical Examinations and Safety Procedures", Parts A through E, in the sample cost reimbursable contract included as an attachment. Additional safety-related requirements are defined therein.

[NOTE: Prospective bidders are cautioned that the requirement to wear protective equipment while conducting drilling operations may result in some discomfort and added physical stress to the subcontractor employee. Accordingly, prospective bidders should assure themselves that their employee's physical condition will allow them to successfully perform their duties without physical harm or adverse health effects when wearing the protective equipment per OSHA regulations contained in 29 CFR 1910.134 (b) 10.

Further, E & E will require documentation, in advance of field work, stating that the assigned subcontractor field personnel have been approved, from a health standpoint, for the use of respiratory protective equipment and that they comply with all OSHA regulations regarding work on hazardous waste sites. As confirmation of this, the subcontractor is required to complete the enclosed statement of Medical Fitness (Appendix A) and the statement of Health and Safety Training (Appendix B). The subcontractor must present the signed forms to E & E prior to commencement of the project].

## SECTION 5: CONTRACT PARTICULARS

The subcontractor shall, on his own time and at his own expense, procure all permits, licenses, and certificates that may be required of him by law for the execution of the work hereunder. The subcontractor will comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of the work hereunder.

At the completion of field operations, it will be the responsibility of the subcontractor to restore the site as nearly as possible, to its original condition.

Upon completion of the work, complete records of all work including all information specified in Section 3, will be delivered at the expense of the subcontractor to the office of Ecology and Environment, Inc., located at Cloverleaf Building #3, Suite 404, 6405 Metcalf Avenue, Overland Park, Kansas 66202, Attention: Wes McCall.

The contract bid items will include all services, labor, equipment, transportation, material, and supplies needed to complete the work and the disposal. Payment for these items will be provided in the compensation for removal and disposal, and will also include recording and submitting data incidental to each item; and extra waste containerization costs. Any down time incurred by the subcontractor other than delay at the request of E & E will not be a payment item.

No other payments for any specified or indicated work nor for any work implied therefrom will be made. No payment will be made for any incomplete work.

Prior to the start of field operations, the subcontractor shall designate his foreman or representative who will be the only individual authorized to discuss work schedules and related matters with E & E personnel.

## SECTION 6: BID PARTICULARS

The quantities and items stated on the attached bid sheet are E & E's best approximation of the scope of work and are for the specific purpose of comparing bids.

Only bids for the entire scope of work will be accepted.

One (1) bid sheet shall be submitted for the specified work. Bid prices as submitted will remain valid for a period of six months from the date of bid opening in the event there is a delay in awarding the contract. A GSA Optional Form 60 may also be required.

Receipt of any contract additions sent to the bidder must be acknowledged by letter prior to the time of bid opening or by attaching the required documents to the bid at time of submittal.

The following documentation must accompany the complete bid sheets:  
(see cover letter)

1. A letter addressing the following items:
  - a. An estimate of the number of days required to complete the task.
  - b. The earliest date the subcontractor can mobilize after award of the bid.
  - c. The names of at least three references which E & E may contact; in particular, those for which the subcontractor has had experience with removal at hazardous waste/chemical spill sites.
  - d. The type of transportation and disposal proposed.
  - e. Documentation of all pertinent permits and licenses.
2. Proof of minimum insurance coverage.
3. The completed Representations and Certifications Regarding Subcontractor status form.

Bids for the removal and disposal will be received by E & E, Cloverleaf Building #3, Suite 404, 6405 Metcalf Avenue, Overland Park, Kansas 66202 no later than 4:00 p.m., Central Standard time, May 24, 1991. The bid will be enclosed in an envelope which will have the following marking the lower left-hand corner: Bid for: Laclede Drum Removal, TDD #F-07-9008-020/FM00579SA, Attn: Wes McCall, Regional Subcontracts Manager.

The authorization for selected bidder to proceed with the work will be under a subcontract issued by E & E. A unit-price, time and materials type contract, with provision for designated lump sum items, will be used. A copy of E & E's General Terms for Time and Materials Contracts is included. In special cases E & E may request that a subcontractor temporarily proceed with verbal authorization only.

The project has a high priority rating as assigned by the EPA. The bid must be reviewed and approved by E & E and EPA. E & E and the EPA reserve the right to accept the bid most advantageous to the completion of the work or to reject any or all bids, as they may determine in their sole and absolute discretion, and to proceed no further in this matter.

## SECTION 7: BID ITEMS

### Item 1. Mobilization and Demobilization

This item will carry all charges incidental to equipment set-up and removal, in order that the charges need not be distributed among the more variable items of the contract. The item will be paid at the contract lump sum price for mobilization and demobilization and will include the furnishing of personnel, machinery, tools, completed manifests and all other equipment and permits or licenses necessary to carry on and complete the work properly. All material or equipment furnished under this item will remain the property of the subcontractor and will be maintained, cared for, and disposed of by him. This item will include charges for items not otherwise listed in the following items.

### Item 2. Sampling of the Drums

This item will include all charges associated with the collection of the appropriate soil and water samples from the waste drums if deemed necessary. This item will include labor and equipment charges associated with this task. Payment for this item will be made at the lump sum rate as bid.

### Item 3. Sample Analysis

This item will include all charges associated with the transport of samples and the subsequent sample analysis. This item will be paid at the per sample rate as bid.

### Item 4. Removal and Transport of Wastes to the Disposal Facility

This item will include all charges associated with the loading, transport, and unloading of the drummed material. These costs will

include all labor and equipment costs associated with this task. This item will be paid at the contract lump sum price as bid.

Item 5. Disposal of Wastes

This item will include all charges associated with the final disposal or destruction of the drummed waste. This item will be divided into landfilling costs and incineration costs (the landfill option will not be open to liquids and thus this subitem will be treatment). These two categories will be further divided into solid and liquid categories. Bids will be made on each category. This will allow flexibility in selection of the final disposal strategy. These items will include all costs associated with the final disposal of the drummed wastes. Payment of this item will be at the per drum rate as bid. For the purposes of this work, assume all drums to be full, and all soils to be near saturation.

Item 6. Delay Time

If work by the subcontractor is delayed for more than 30 minutes as a result of action by E & E, the subcontractor will be entitled to reimbursement for each delay in excess of 30 minutes. Both the subcontractor and E & E will jointly record and verify any such instances and the time involved in excess of 30 minutes. At the project completion, the subcontractor will be paid for the accumulated totals of these delays. Payment will be at the hourly rate as bid. This payment does not include time for difficult moving.

Bid Sheet  
 for  
 Drum Removal and Disposal  
 Laclede Coal Gas Site  
 St. Louis, Missouri  
 TDD #F-07-9008-020      PAN #FM00579SA

Bid

Item	Description	Unit Price	Estimated	Totals
1	Mobilization/Demobilization.....		Lump Sum=	(1)
2*	Drum sampling .....		Lump Sum=	(2)
3*	Sample analysis .....	\$ ____/Drum x 17 Drums =		(3)
4	Drum Transport .....		Lump Sum=	(4)
5	Drum/Waste Disposal			
	Subitems			
	a)solid + incineration .....	\$ ____/Drum x 17 Drums =		(5a)
	b)solid + landfilling .....	\$ ____/Drum x 17 Drums =		(5b)
	**c)liquid + incineration .....	\$ ____/Drum x 0 Drums =		(5c)
	d)liquid + treatment .....	\$ ____/Drum x 8 Drums =		(5d)
	Total (5a+5b+5c+5d) 25 Drums =			(5)
6	Delay Time .....	\$ ____/Hour x 4 hours=		(6)
TOTAL BID ..... (1+2+3+4+5+6) .....=\$ ____				

COMPANY: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE/TITLE OF AUTHORIZED COMPANY REPRESENTATIVE:

\_\_\_\_\_

DATE: \_\_\_\_\_

\* Use only if deemed necessary by bidder.

\*\* Indicate unit cost in case this action is necessary.



REPRESENTATIONS AND  
CERTIFICATIONS REGARDING SUBCONTRACTOR STATUS

1. SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

- A. The offeror/contractor certifies that he is ☐, is not ☐, a small business concern as defined in accordance with Section 3 of the Small Business Act (15 U.S.C. 632).
- B. The offeror/contractor certifies that he is small business (as set forth in A. above) and is ☐, is not ☐, owned and controlled by socially and economically disadvantaged individuals. Such a firm is defined as one:
- o Which is at least 51 percent owned by one or more such individuals or, in the case of publicly owned business, at least 51 percent of the stock is owned by such individuals,
  - o Whose management and daily business operations are controlled by one or more such individuals, and
  - o Which management and daily operations are controlled by one or more such individuals, and
  - o Which certifies concerning said ownership and control in accordance with Section C. below.
- C. The offeror/contractor certifies that he is ☐, is not ☐, a minority individual(s) in accordance with C.1. below or that he is ☐, is not ☐, socially and economically disadvantaged in accord with Section C.2 or C.3. Socially and economically disadvantaged individuals are defined as:
1. United States citizens who are Black Americans, Hispanic Americans, Native Americans, or other specified minorities;
  2. Any other individual found to be disadvantaged pursuant to Section 8(a) of the Small Business Act (15 U.S.C. 637); or

3. Any other individual defined as socially, and economically disadvantaged, for purposes relating to other sections of the Small Business Act.

2. WOMAN-OWNED BUSINESS

Concern is ☐, is not ☐, a woman-owned business. A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. "Controlled" is defined as exercising the power to make policy decisions.

"Operated" is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts may be unable to answer the question. Such businesses may voluntarily represent that they are, or are not, women-owned if this information is available.

3. PLACE OF PERFORMANCE

For the purpose of identifying work performed in labor surplus areas, we stipulate the intended principal place of performance for the work described in this offer is:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      County                      State

☐ This area has been designated as a Labor Surplus Area.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_  
(Authorized Representative)

DATE \_\_\_\_\_

**APPENDIX A**

**Statement of Medical Fitness**

APPENDIX A  
STATEMENT OF MEDICAL FITNESS

This is to confirm that the following employees may engage in field activities at \_\_\_\_\_ in connection with the Subcontract Agreement between E & E and \_\_\_\_\_, dated \_\_\_\_\_, 19 \_\_, and that all of said employees are medically fit both to perform required field activities and to utilize respiratory equipment in accordance with 29 CFR, Part 1910 and "U.S. EPA Standard Operating Safety Guides", 1094.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Subcontractor  
Representative

**APPENDIX B**

**Statement of Health and Safety Training**

APPENDIX B  
STATEMENT OF HEALTH AND SAFETY TRAINING

This is to confirm that the following employees may engage in field activities at \_\_\_\_\_ in connection with the scope of work provided by E & E, dated \_\_\_\_\_, 19 \_\_, and that all of said employees are trained in the health and safety aspects addressed in 29 CFR 1910. 120 and other applicable state and federal regulations. This includes an approved 40 hour health and safety training program and any required yearly update training.

NAME OF ON-SITE PERSONNEL

TITLE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Subcontractor  
Representative

\_\_\_\_\_  
Date

## APPENDIX C

### Recommended Levels of Protection

## LEVELS OF PERSONNEL PROTECTION

### LEVEL A

1. MSA 401 self-contained breathing apparatus
2. East Wind CP2000 encapsulating suit
3. White cotton coveralls
4. Cotton underwear
5. Surgical gloves
6. Neoprene boots with steel toe and shank
7. Butyl rubber or PVC booties
8. Disposable gloves\* (additional pair)
9. Disposable booties\* (additional pair)
10. Hard hat\*
11. Cool pack\*

### LEVEL B

1. MSA 401 self-contained breathing apparatus
2. Butyl rubber apron, ankle length with sleeves
3. Butyl rubber or neoprene gloves
4. Surgical gloves
5. Neoprene boots with steel toe and shank
6. Butyl rubber booties
7. Chemical-resistant coveralls
8. Cotton underwear
9. Disposable booties\* (additional pair)
10. Disposable gloves\* (additional pair)
11. Hard hat with face shield\*



LEVEL C

1. MSA Ultra-Twin cartridge respirator
2. Robertshaw escape mask
3. Butyl rubber gloves
4. Butyl rubber apron, ankle length with sleeves
5. Surgical gloves
6. Neoprene boots with steel toe and shank
7. Butyl rubber booties
8. Chemical-resistant coveralls
9. Cotton underwear
10. Disposable booties\* (additional pair)
11. Disposable gloves\* (additional pair)
12. Hard hat with face shield\*

LEVEL D

1. Cotton coveralls
2. Cotton underwear
3. Safety boots/shoes
4. Safety glasses
5. Hard hat with optional face shield
6. Ultra-Twin cartridge respirator (readily available)
7. Robertshaw escape mask (readily available)
8. Work gloves

NOTE: E & E guidelines may at times exhibit minor modifications to U.S. EPA criteria.

\* Optional

## APPENDIX D

### SAMPLE TIME AND MATERIALS SUBCONTRACT

\*SAMPLE\*  
AGREEMENT  
ECOLOGY AND ENVIRONMENT, INC.  
AND

\_\_\_\_\_  
TDD No. \_\_\_\_\_  
PAN \_\_\_\_\_

AGREEMENT, entered into and made effective as of the \_\_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_, by and between ECOLOGY AND ENVIRONMENT, INC., a New York corporation, with headquarters at 195 Holtz Drive, Buffalo, New York 14225 (hereafter, "E & E"), and \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, (hereafter, the "Subcontractor").

W I T N E S S E T H:

WHEREAS, Ecology and Environment, Inc., with headquarters at 195 Holtz Drive, Buffalo, New York 14225, and a business office at 1700 North Moore Street, Suite 1105, Arlington, Virginia 22209, has entered into a contract (Contract No. 68-01-7347) with the United States Environmental Protection Agency (EPA), with an effective date of November 1, 1986, to furnish technical, engineering and managerial services in support of Remedial Response Activities at Uncontrolled Hazardous Substance Disposal Sites; and

WHEREAS, E & E, with the approval of the Government, desires to subcontract a portion of its work to the Subcontractor; and

WHEREAS, the Subcontractor agrees to provide such subcontract services in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, the parties hereto agree as follows:

GENERAL TERMS  
TIME AND MATERIALS SUBCONTRACTS

1. Employment

E & E hereby agrees to engage the Subcontractor, and the Subcontractor hereby agrees to perform the services as provided for herein, and as set forth in Exhibit 1, annexed hereto and made a part hereof, in connection with the program and the Contract.

2. Scope of Work

The services to be provided by the Subcontractor for and on behalf of E & E shall be those specified in Exhibit 1, annexed hereto and made a part hereof. All services are for the purpose of supporting and assisting E & E in furnishing technical and managerial services to the EPA under the Contract. The Subcontractor shall furnish the necessary personnel, material, and service facilities (except as may be otherwise specified herein), and shall otherwise do all things necessary for or incident to the performance of the work specified in Exhibit 1, and any references contained therein.

3. Payment for Services

E & E shall pay the Subcontractor for the services performed in accordance with the Subcontractor's price schedule, annexed hereto as Exhibit 2 and made a part hereof, and in accordance with the provisions of this Subcontract. No invoice for such services shall include work in excess of forty (40) hours in any week, except as authorized in advance by the Zone Program Manager (ZPM), or such other E & E employee(s) designated in writing by the ZPM. Invoices shall be supported by documents, time sheets, itemized lists of material, or other documents as may be reasonably required by E & E and EPA.

Notwithstanding anything in this Subcontract to the contrary, the Subcontractor shall be paid for services performed on behalf of E & E pursuant to this Subcontract within thirty (30) days of receipt by E & E of payment from EPA for such services. However, payment delays shall not exceed ninety (90) days from the receipt of an approved invoice from the Subcontractor.

4. Contract Documents and Order of Preference

This Subcontract consists of the following documents:

A. This Agreement dated \_\_\_\_\_, 19\_\_\_\_, with attached Exhibits.

B. Any special E & E "Terms and Conditions", to the extent such terms are applicable, are identified as such, and are attached hereto.

C. General Provisions for Cost-Reimbursement Type Research and Development Contracts (With Fixed Fee), together with the Alterations to General Provisions for Cost-Reimbursement Type Research and Development Contracts (With Fixed Fee) and Alterations to EPA Form 1900-17 for use in Award Fee Contracts, as listed below, where applicable, on a flowdown basis from Prime Contract No. 68-01-7347.

D. Additional General Provisions:

Clause Title:

Limitation of Funds (Incrementally Funded)

General Services Administration Supply Source

Labor Surplus Area Subcontracting Program

Notice to the Government of Labor Disputes

Subcontractor Cost or Pricing Data - Price Adjustments

Treatment of Confidential Business Information

Screening of Business Information for Claims of Confidentiality

Consistency of Cost Accounting Practices - Nondefense Contract

Administration of Cost Accounting Standards

Women-Owned Business Concerns Subcontracting Program  
(Over \$500,000 or \$1,000,000 for  
Construction of Any Public Facility)

Rights of First Refusal for Employment Openings

Stop Work Order

All references in the General Provisions, Alterations to General Provisions, and Additional General Provisions to the Contractor or E & E shall be deemed references to the Subcontractor, and all references to the EPA or the Government shall be deemed references to E & E.

In the event of any inconsistency in this Subcontract, the inconsistencies shall be resolved by giving precedence in the following order:

- (1) this Subcontract document;
- (2) required Government General Provisions;
- (3) approved protocols and procedures incorporated into this Subcontract;
- (4) other provisions of the Subcontract, whether incorporated by reference or otherwise.

5. Period of Performance

The period of performance of this Subcontract shall be for a term of \_\_\_\_\_ (\_\_\_\_) days from the \* notice to proceed.

6. Inspection and Acceptance

The E & E ZPMO Subcontracts Manager, or his duly authorized or designated representative, is authorized to perform inspection for acceptance and to accept materials and services to be provided.

7. F.O.B. Point

All items and materials required hereunder shall be delivered F.O.B. Destination (e.g., Job Site), with all shipping and transportation costs prepaid.

8. Tools and Materials

Tools and materials necessary for Subcontractor's performance shall be supplied by Subcontractor. Any tools or materials supplied by E & E, or created from performance of the Agreement, shall remain the property of E & E, on demand.

9. Estimated Cost

The total cost of this Subcontract is not to exceed \_\_\_\_\_ and 00/100 dollars (\$\_\_\_\_\_). \*

No payments shall be made to the Subcontractor other than against a properly prepared and submitted invoice in accordance with Article 3 of this Subcontract.

10. Submission Of Claims For Reimbursement

In accordance with the provisions of this Subcontract, and the cost proposal/schedule at Exhibit 2 incorporated into and made a part hereof, each Subcontractor invoice or claim for reimbursement, along with any required supporting statements or certificates, shall be processed in accordance with the instructions entitled "Guide for the Preparation of Contractor's Claim for Reimbursement of Costs and Fees Under Cost Reimbursement Type Contracts", EPA Form 1900-34 (revised 12/77), which is incorporated herein by reference and made a part hereof. Subcontractor invoices and claims shall be submitted to the attention of the Subcontracts Manager at the address designated below:

Ecology and Environment, Inc.  
Building #3 Cloverleaf  
6405 Metcalf Suite 404  
Overland Park, Kansas 66202  
Attention: Eric Hess, RSM

for subsequent submission to EPA. E & E agrees to submit such claims promptly upon receipt thereof.

11. Notification of Changes to Subcontract

A. Definitions

As used in this Article, the term "E & E ZPMO Subcontracts Manager" does not include any representative of the E & E ZPMO Subcontracts Manager, whether or not such representative is acting within the scope of his authority.

## B. Notice

The primary purpose of this Article is to obtain prompt reporting by the Subcontractor of Government or Contractor conduct which the Subcontractor considers to constitute a change to this Subcontract. Except for changes identified as such, the Subcontractor shall notify the E & E ZPMO Subcontracts Manager promptly in writing, and in any event within ten (10) calendar days from the date the Subcontractor so identifies any Government or Contractor conduct (including actions, inactions, and written or oral communications) that the Subcontractor regards as a change to the Subcontract terms and conditions. The notice shall state, on the basis of the most accurate information available to the Subcontractor, the following:

- (1) the date, nature and circumstance of the conduct regarded as a change;
- (2) the name, function, and activity of each Government individual, Contractor, and Subcontractor official or employee, involved in or knowledgeable of such conduct;
- (3) the identification of any document(s) and the substance of any oral communication involved in such conduct; and
- (4) the particular elements of contract performance for which the Subcontractor may seek an equitable adjustment under the "Changes" clause, including:
  - (a) those portions of the Subcontract statement of work the Subcontractor believes will be affected by the alleged change;
  - (b) the estimated adjustment to the Subcontract with respect to estimated cost and/or fixed fee, delivery or performance schedule; and other provisions affected by the alleged change.

## C. Continued Performance

The Subcontractor shall not proceed with the alleged changes as identified in the notice required by B. above, unless notified in advance in writing by the E & E ZPMO Subcontracts Manager, in accordance with D (1), below. Until such notification is received, the Subcontractor shall continue performance of this Subcontract in accordance with its terms and conditions.



D. E & E Response

The E & E ZPMO Subcontracts Manager shall respond in writing to the notice required by B. above. In such response, the E & E ZPMO Subcontracts Manager shall either:

(1) confirm that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance in accordance with the "Changes" clause;

(2) countermand any communication regarded as a change;

(3) deny that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance; or

(4) in the event the Subcontractor's notice information is deemed inadequate to enable the making of a response as set forth in (1), (2) or (3) above, advise the Subcontractor when additional information is required and establish the date by which such additional information is to be furnished.

E. Equitable Adjustments

If the E & E ZPMO Subcontracts Manager confirms that E & E or Government conduct effected a change within the scope of the "Changes" clause, as alleged by the Subcontractor, and such conduct causes an increase or decrease in the estimated cost of, or the time required for the performance of, any part of the work under this Subcontract, whether changed or not changed by such conduct, an equitable adjustment may be made in accordance with the "Changes" clause of this Subcontract.

12. Compliance with Laws

Subcontractor shall comply with all applicable state, federal, and local laws and executive orders and regulations in the performance of its services hereunder.

13. Incremental Funding

It is understood that EPA Contract 68-01-7347 is being incrementally funded. It is, therefore, understood that this Subcontract is funded only to the extent funds are available to pay for the

Subcontractor's services in accordance with the Contract, and that the Subcontractor will be paid only to the extent funds are available for allocation to the Subcontractor under the Contract. E & E shall notify the Subcontractor thirty (30) days in advance of any period for which Contract No. 68-01-7347 with the Government has not been funded.

14. Consultant Service

The Subcontractor agrees to determine and notify E & E whether or not it or any consultant to be utilized by it under this subcontract has in effect an agreement with the Federal Government for similar services, and if so, will advise the E & E ZPMO Subcontracts Manager accordingly.

15. Designation of Patent Advisor

The Patent Advisor Office of General Counsel, EPA, Washington, D.C. 20460, is hereby designated to represent E & E in administering the "Patents and Inventions" clause in this Subcontract. Correspondence with respect to this clause should be directed to the Patent Advisor, with a copy to the EPA's Contracting Officer, and copy to the E & E ZPMO Subcontracts Manager. The requirements of the "Patents and Inventions" clause regarding the identification and mailing address of the Contracting Officer in this Subcontract may be satisfied by including this entire paragraph.

16. Federal Reports Act

In the event that it subsequently becomes a requirement of this Subcontract to collect identical information from ten (10) or more public respondents, the Federal Reports Act, 44 USC 3501, et seq., shall apply to this Subcontract. In such event, the Subcontractor shall not expend any funds to, or take any other action whatsoever, to solicit information from any of the public respondents until the EPA Contracting Officer has notified E & E in writing that the required Office of Management and Finance final clearance has been obtained, and E & E has so notified the Subcontractor. The Subcontractor shall provide to the EPA Contracting Officer, or the E & E ZPMO Subcontracts Manager, such information as will facilitate obtaining such clearance.

17. E & E ZPMO Subcontracts Manager Modification of Subcontract

Notwithstanding any of the provisions of this Subcontract, only the E & E ZPMO Subcontracts Manager is authorized to alter the scope of work set forth in Exhibit 1 of this Subcontract, or to amend or modify in any way any of the terms of the Subcontract.

18. Subcontract Consent

This Subcontract, and all amendments thereto, are subject to the prior approval of the EPA Contracting Officer, as provided for in the clause of the General Provisions entitled, "Subcontracts".

19. Organizational Conflict of Interest

A. The Subcontractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this Subcontract, it does not have any organizational conflict of interest as defined in Paragraph B, below.

B. The term "Organizational Conflict of Interest" means a relationship exists whereby the Subcontractor (including its chief executives, directors, and proposed consultants) has interests which:

(1) may diminish its capacity to give impartial, technically sound, and objective advice and assistance, or may otherwise result in a biased work product; or

(2) may result in an unfair competitive advantage. Such interests include, but are not limited to, present or proposed contractual arrangements with an industry to be studied, present or proposed contractual agreements with a firm which manufactures or sells any substance or item to be studied, present or proposed manufacture or sale of any substance or item to be studied, and present or proposed manufacture or sale of any substance or item in competition with a substance or item to be studied under the proposed Subcontract. It is not relevant that the Subcontractor has either the reputation of being able to resist the temptation to give biased advice or the ability to resist such temptation.

C. The Subcontractor agrees that, if after the effective date of this Subcontract, it discovers an organizational conflict of interest with respect to this Subcontract, it shall make an immediate and full disclosure in writing to the EPA Contracting Officer and the E & E ZPMO Subcontracts Manager, which disclosure shall include a description of the action which the Subcontractor has taken, or proposes to take, to avoid, eliminate or neutralize the conflict. E & E may, however, terminate this Subcontract at its convenience in the event of any organizational conflict of interest if such termination would be in the best interests of itself or EPA, or if termination is required by EPA.

D. The Subcontractor agrees further that if a conflict of interest were identified prior to the execution of this Subcontract, it will adequately avoid, eliminate or neutralize the conflict in a manner satisfactory to the E & E ZPMO Subcontracts Manager and the EPA Contracting Officer.

E. In the event the Subcontractor was aware of an organizational conflict of interest any time prior to or after the execution to this Subcontract, and intentionally did not disclose the conflict to E & E or the EPA Contracting Officer, E & E may terminate the Subcontract for default, and E & E and/or the Government may invoke such other remedies as may be authorized by law.

20. Termination by E & E

Notwithstanding anything in this Subcontract to the contrary, this Subcontract may be terminated by E & E at any time, upon termination of the Contract, and the Subcontractor shall have no claim against E & E, except for services performed prior to the date of termination, and then only to the extent E & E has received payment from the Government for the services performed.

21. Remedy in the Event of Breach by the Subcontractor

In the event of any breach or failure by the Subcontractor to perform to the satisfaction of E & E under this Subcontract, E & E shall, at its discretion, be entitled to complete the work or have the work completed by a third party, and the Subcontractor

shall be liable for the difference in the cost of completing the work and the remaining payments due to the Subcontractor under the Subcontract, together with any and all damages suffered by E & E including, among others, delays and loss of payments from the Government under the Subcontract, resulting from the Subcontractor's breach.

22. Insurance Coverage to be Furnished by Subcontractor

The Subcontractor shall maintain, at its own expense, such insurance as is required by law or regulation, and at a minimum the types and amounts of insurance set forth in that clause of the General Conditions entitled, "Insurance", at the Subcontractor's sole expense, as follows:

A. The Subcontractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 28.3 of the Federal Acquisition Regulations (FAR) as of the date of execution of this Subcontract, and such insurance as the Contracting Officer prescribes by written direction.

B. At a minimum, the Subcontractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy State law;

(2) Employer's liability insurance, in the minimum amount of \$100,000 per occurrence;

(3) Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons, in the amount of \$1,000,000 per occurrence;

(4) When aircraft are used in the performance of the contract, aircraft public and passenger liability insurance, in such form, in such amounts, and for such periods of time as the Contracting Officer may require or approve.

C. With respect to any insurance policy, all or part of the premiums of which the Subcontractor proposes to treat as a direct cost under this Subcontract, and with respect to any proposed qualified program of self-insurance, the approval of the Contracting Officer shall be obtained prior to any claim for payment therefor. The Subcontractor shall be reimbursed for the portion allocable to this Subcontract.

The Subcontractor shall indemnify, defend and hold harmless E & E from and against all claims, damage, loss and expenses arising directly or indirectly out of the performance of the work by the Subcontractor under this Subcontract.

23. Disputes

Should any dispute arise between E & E and the Subcontractor or between E & E and the Government concerning the work performed by the Subcontractor under this Subcontract, the Subcontractor agrees to be bound by the decision of the Contracting Officer, and any appeals therefrom. to the same extent E & E is bound. The Subcontractor agrees to pay the cost of the prosecution or the processing of any dispute between E & E and the Government concerning work performed by the subcontractor, and including but not limited to administrative and legal expenses incurred by E & E in prosecuting any such claim on behalf of the Subcontractor.

The Subcontractor also agrees to pay the cost of any appeal, taken at the discretion of the Subcontractor, from the Contracting Officer's decision concerning work performed by the Subcontractor.

24. Equal Employment Opportunity

The provisions of the clause contained in FAR Subpart 22.8 in effect on the date hereof are hereby incorporated herein by reference with the following change: The word "Contractor" shall mean "Subcontractor."

25. Prohibition Against Assignment -- Subcontracting

The Subcontractor shall not further subcontract out any of the work to be performed by it under this Subcontract nor assign said Subcontract without, in each case, the prior written consent of E & E and of the Government, if appropriate.

26. Technical Direction

The Subcontractor shall promptly perform all work directed by the E & E ZPMO Subcontracts Manager or his designated representative (Subcontract Technical/Administrative Coordinator) in

accordance with the technical direction given by them which may include, but need not be limited to:

(1) the anticipated level of effort to be devoted to each task;

(2) the anticipated end product(s) of each task; and

(3) the completion date for each task.

All work so performed shall remain subject to the "Limitation of Cost" and "Limitation of Funds" provisions of this Subcontract, as well as the "Level of Effort" provisions of this Subcontract to the extent they are incorporated into and made a part hereof.

#### 27. Standards

All services hereunder shall be performed by employees or agents of Subcontractor who are experienced and highly skilled in their profession, and in accordance with the highest standards of workmanship in their professions.

#### 28. Designation of Property Administrator

The Contract Property Administrator, General Service Branch, Data and Support Assistance Division, EPA, Washington, D.C., 20460, is hereby designated the property administration function for this Subcontract. The Subcontractor agrees to furnish information regarding Government property to the Contract Property Administrator in the manner and to the extent required by the Contract Property Administrator or his duly designated successors, or by the E & E ZPMO Subcontracts Manager.

#### 29. Notices

All notices and other communications required to be given under this Subcontract, and in the absence of specific direction otherwise, shall be deemed effectively made or given if written and delivered to the appropriate party at the address listed below, or at such other address or addresses as either party may, from time to time designate in writing:

With respect to E & E:  
ECOLOGY AND ENVIRONMENT, INC.  
Rosslyn Center - Suite 1105  
1700 North Moore Street  
Arlington, Virginia 22209

With respect to the Subcontractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. No Waiver

No waiver by either party in any default by the other party in the performance of any provision of this Subcontract shall operate as or be construed as a waiver of any future default whether like or different in character.

31. Submission to Physical Examinations and Safety Procedures

A. Requirements. The nature of the work to be performed under this agreement is potentially hazardous. As a minimum, the Subcontractor shall satisfy all Federal, State and local statutes, regulations and ordinances regarding health and safety, including requirements of 29 CFR 1910.134.

The Subcontractor agrees to follow all E & E health and safety programs that E & E may require while performing services in connection with this subcontract. The Subcontractor further agrees to allow E&E to monitor and inspect Subcontractor's activities as required to ensure that all parties and their agents, officers and employees are in compliance with E & E health and safety plan requirements.

B. Medical Surveillance Program. Each Subcontractor employee involved in field activities under this agreement should be enrolled in a medical surveillance program, consisting of an initial medical examination, annual examinations and such interim examinations as may be required to protect or assess employee health status. The Subcontractor agrees to submit to E & E a certification for each employee assigned to this project, that said employee is enrolled in a



medical surveillance program, and has been medically certified by a physician for this work, including the use of a respirator. Certifications of employee medical status must be submitted to E & E before an employee shall be permitted to enter a hazardous waste site under this agreement.

C. Safety and Health Training Responsibility. The Subcontractor shall arrange for and require that all of its employees who will be working on a hazardous waste site take a safety and health training course which conforms to the requirements of 29CFR 1910.120 and for "intermediate level" in accordance with EPA executive Order 1440.2. This includes the 40 hours health and safety training required by OSHA. Records of follow-up training are also required. Certification of completion of such course, by each employee who is to work on site under this agreement, shall be furnished to Ecology and Environment, Inc. prior to any such employee's entering the site for any purpose.

D. First Aid Training and CPR Training. The Subcontractor agrees that its employees will not enter any site under this agreement, unless a minimum of two hazardous waste site field personnel on each site are currently certified by the American Red Cross in both Multimedia First Aid and Cardiopulmonary Resuscitation (CPR)-Modular, or equivalent.

E. Use of Equipment and Protective Clothing at Hazardous Waste Sites. The Subcontractor agrees that each employee shall wear such protective clothing and use such equipment as specified in the Site Safety Plan at all times when such employee is on the site. The Subcontractor hereby agrees to comply with the requirements set forth in 29 CFR 1910.120 and 29 CFR 1910.134 including those provisions that require facial hair to be removed and/or special facepiece lenses to be utilized by persons with poor eyesight in the event respiratory equipment is to be used. The Subcontractor hereby agrees to have its own employees submit to the authority of E & E should E & E ever determine that a health or safety concern exists, and that any Sub-subcontractors to the Subcontractor will be required to adopt and agree to the terms of this paragraph as a condition of any written agreement of other Sub-subcontract governing on-site activities.

32. Entire Agreement

This Subcontract, with all Exhibits and materials incorporated herein by reference and made part hereof, shall constitute the entire understanding between the parties and no conversations, memoranda, or other matters, whether written or oral, and previously exchanged between the parties hereto, shall alter the terms of this Subcontract.

33. Amendments in Writing

This Subcontract may be amended only by a further written agreement, duly executed, between the parties, and such amendment shall be subject to the prior approval of the Government. This Subcontract may not be changed orally.

34. Jurisdiction

This Subcontract shall be deemed to be executed in and performed in the County of Erie, of the State of New York, and any action brought pursuant to this Subcontract may be brought only in the Supreme Court of the State of New York, County of Erie.

35. Governing Law

The parties hereby agree that this Subcontract, including its validity and interpretation, shall in all respects be governed by the laws of the State of New York.

36. Working Files

The Subcontractor shall maintain accurate working files containing all work documentation including calculations, assumptions, interpretations of regulations, source of information, and other raw data required in the performance of this agreement. The Subcontractor shall provide the information contained in its working files to Ecology and Environment, Inc. upon request.

37. Technical Data

The Subcontractor hereby agrees to deliver to the E & E Subcontracts Manager within thirty (30) days after being requested to do so by E & E, the following documents:

A. All originals and copies, and all abstracts and excerpts therefrom, of all information supplied to the Subcontractor by Ecology and Environment, Inc. and specifically designated "Confidential Business Information," pursuant to the article entitled "Treatment of Confidential Business Information."

B. All originals and copies, and all abstracts and excerpts therefrom, all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Article entitled "Screening of Business Information for Claims of Confidentiality."

C. All originals (if originals are unavailable, copies will be acceptable) of all Technical Data\* which is pertinent to the support of the Remedial Response Program and has been furnished to the Subcontractor by Ecology and Environment, Inc. or has been generated by the Subcontractor in performance of this agreement. In the event that there is any disagreement as to whether certain data is considered pertinent, the Program Manager shall make the final determination. This determination shall not be subject to the terms of the Article entitled "Disputes."

\*"Technical Data" as used herein means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may document research, experimental, developmental, or engineering work; or be usable or used to define a process or to procure, produce, support, maintain, or operate material. This data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer disks or printouts of data retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

D. Copies of all other types of additional data, including but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the clause "Rights in Data--Special Works (EPAAR 1552.227-72).

E. Upon receipt of all data provided to Ecology and Environment, Inc. by the Subcontractor under this paragraph, the Contracts Administrator shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

38. Subcontractor Accounting System

The Subcontractor shall employ an accounting system for this agreement to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross referencing with payment vouchers for purposes of cost recovery litigations.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

ECOLOGY AND ENVIRONMENT, INC.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Lewis A. Welzel  
(Printed or Typed Name)

\_\_\_\_\_  
Subcontracts Manager  
(Title)

EXHIBIT 2

COST/PRICE DATA

\_\_\_\_\_  
\_\_\_\_\_  
TDD NO. \_\_\_\_\_

The work to be performed hereunder shall be on a Time and Materials basis with a not-to-exceed dollar obligation of \_\_\_\_\_. Invoices must show unit costs and proper price extension, and must be supported by appropriate documentation.

The not-to-exceed total obligated hereunder is predicated on the cost quotation of \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_ attached hereto.

Invoices are to be forwarded to ECOLOGY AND ENVIRONMENT, INC., \_\_\_\_\_ for approval by the project manager before being forwarded for processing and payment.

## JUSTIFICATION FOR THE RECOMMENDED SUBCONTRACTOR

Of the solicited bidders only Remediation Services Inc. (RSI) chose to respond to the bid solicitation. Heritage Remediation/Engineering Inc. declined to submit a bid because their cyanide treating facility located in Indianapolis, Indiana, is currently closed for maintenance and retrofitting to upgrade their capacity. Chemical Waste Management declined to bid at this time because of schedule conflicts with our proposed mobilization date. Riedel Solvent Recovery Corporation failed to respond to the bid for unknown reasons.

The Bid submitted by RSI was reviewed and compared to previous bids for projects with a similar scope of work. The E & E/FIT review panel found that the technical approach proposed by RSI either met or exceeded the bid specifications. Also considered were RSI's prior experience, training of personnel, period of response, appropriate permits and licenses, insurance and total cost of the bid. Upon contacting former contractors who have hired RSI we were given high recommendations regarding their skill. We believe that this recommended winning response represents a fair cost estimate for the scope of work. Therefore we do not recommend further solicitation of bids from additional subcontractors.

TABLE 5  
 DRUM REMOVAL AT THE LACLEDE COAL GAS SITE  
 ST. LOUIS, MISSOURI  
 TDD# F-07-9008-020 PRN# FMO05795A  
 BID PROPOSALS \*

ITEM	EST. QUAN.	UNITS	REMEDATION SERVICES INC.		HERITAGE REMEDIATION/ENG.		RIEDEL SOLVENT RECOVERY		CHEMICAL WASTE MANAGEMENT	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1) MOBILIZATION & DEMOBILIZATION		LUMP SUM	---	\$2,286.00	---	\$0.00	---	\$0.00	---	\$0.00
2) DRUM SAMPLING		LUMP SUM	---	\$1,825.00	---	\$0.00	---	\$0.00	---	\$0.00
3) SAMPLE ANALYSIS	17	PER DRUM	\$190.00	\$3,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4) DRUM TRANSPORT		LUMP SUM	---	\$1,422.00	---	\$0.00	---	\$0.00	---	\$0.00
5) DRUM/WASTE DISPOSAL - SUBITEMS										
A) SOLID/INCINERATION	17	PER DRUM	\$995.00	\$16,915.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B) SOLID/LANDFILLING	17	PER DRUM	\$212.00	\$3,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C) LIQUID/INCINERATION	8	PER DRUM	\$475.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D) LIQUID/TREATMENT	8	PER DRUM	\$750.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6) DELAY TIME	4	PER HOUR	\$150.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BID	----	---	----	\$39,682.00	---	\$0.00	---	\$0.00	---	\$0.00
ITEMS 1,2,3,4 + SUBITEMS A + C	----	---	---	\$30,078.00	---	\$0.00	---	\$0.00	---	\$0.00
ITEMS 1,2,3,4 + SUBITEMS A + D	MAXIMUM POTENTIAL COST		---	\$32,278.00	---	\$0.00	---	\$0.00	---	\$0.00
ITEMS 1,2,3,4 + SUBITEMS B + D	MINIMUM POTENTIAL COST		---	\$16,767.00	---	\$0.00	---	\$0.00	---	\$0.00
ITEMS 1,2,3,4 + SUBITEMS B + C	----	---	---	\$18,367.00	---	\$0.00	---	\$0.00	---	\$0.00

\* Only Remediation Services Inc. chose to respond to the bid solicitation, see text for details.

file name = LCL05002

print range = A1..W45



7901 West Morris Street  
Indianapolis, IN 46231  
Phone: 317/243-0811  
FAX: 317/241-4434

May 23, 1991

Mr. Wes McCall  
Ecology and Environment, Inc.  
Cloverleaf Building 3  
6405 Metcalf  
Overland Park, Kansas 66202

Dear Mr. McCall

I would like to thank you for giving HERITAGE the opportunity to submit a proposal to you for the removal and disposal of twenty-five drums of soil cuttings, equipment decontamination water, and PPE from the Laclede Coal Gas site in St. Louis, Missouri. It is my understanding that this waste was generated by Ecology & Environment, Inc. while performing a site investigation under a contract with the United States Environmental Protection Agency.

While HERITAGE does have a state of the art cyanide treating facility in Indianapolis, Indiana we are regrettably declining to submit a proposal for this work. The reasons for declining to bid are as follows:

- Our cyanide treating facility is currently down for maintenance and retrofitting. Our unit is currently undergoing modifications that will increase our capacity an additional 50%. The unit should be modified and accepting cyanides next month.
- Due to the fact that our unit is down and we would need to subcontract the waste to another disposal facility, we feel the process would be cost prohibitive for Ecology & Environment.

Once again, I appreciate the opportunity to submit a proposal for this project. However, under these circumstances, we feel it is in the best interest of both Heritage Environmental Services and Ecology & Environment, Inc. for us to decline to bid.





I look forward to working with you and Ecology and Environment, Inc. on future projects. If I can be of any help to you in the future with things such as budgetary estimates for analytical or remediation services, please do not hesitate to contact me at 314-521-3600. I look forward to hearing from you.

Sincerely,

HERITAGE ENVIRONMENTAL SERVICES, INC.

John L. Goldak  
National Account Manager

JLG/lsr



May 23, 1991

Ecology and Environment, Inc.  
Cloverleaf Building #3, Suite 404  
6405 Metcalf Avenue  
Overland Park, Kansas 66202

RE: Laclede Coal Gas Site, St. Louis, Missouri  
Drum Disposal (25)  
TDD #F-07-9008-020/FM00579SA

Dear Mr. McCall:

Thank you for the opportunity to present a proposal on the disposal of 25 drums from the above mentioned facility. Our proposal is broken down into the following categories for your review:

1. Proposal and Bid Form
  - A. A statement that all work performed will be in accordance with the specifications set forth in the Information for Bidders Package and which will stand in a Court of Law.
  - B. Statement of Qualifications
  - C. References
  - D. Licenses and Permits
  - E. Time Schedule
  - F. Major Equipment
  - G. Insurance
  - H. Removal and Disposal Plan
  - I. Subcontract Disposal Form

If you have any questions, please do not hesitate to call me at (314) 567-5300.

Sincerely,

A handwritten signature in cursive script, reading 'Kevin E. Dyer'. The signature is fluid and stylized, with the first and last names being more prominent.

Kevin E. Dyer

Bid Sheet  
 for  
 Drum Removal and Disposal  
 Laclede Coal Gas Site  
 St. Louis, Missouri  
 TDD #F-07-9008-020      PAN #FM00579SA

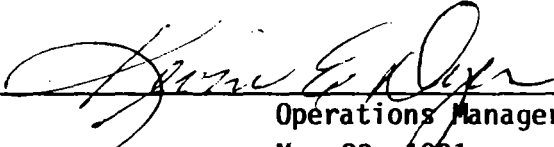
Bid

Item	Description	Unit Price	Estimated Totals
1	Mobilization/Demobilization.....		Lump Sum= <u>2,286.00</u> (1)
2*	Drum sampling .....		Lump Sum= <u>1,825.00</u> (2)
3*	Sample analysis .....	\$ <u>190.00</u> /Drum x 17 Drums	= <u>3,230.00</u> (3)
4	Drum Transport .....		Lump Sum= <u>1,422.00</u> (4)
5	Drum/Waste Disposal		
	Subitems		
	a)solid + incineration .....	\$ <u>995.00</u> /Drum x 17 Drums	= <u>16,915.00</u> (5a)
	b)solid + landfilling .....	\$ <u>212.00</u> /Drum x 17 Drums	= <u>3,604.00</u> (5b)
**c)	liquid + incineration .....	\$ <u>475.00</u> /Drum x 0 Drums	= <u>-0-</u> (5c)
d)	liquid + treatment .....	\$ <u>750.00</u> /Drum x 8 Drums	= <u>6,000.00</u> (5d)
	Total (5a+5b+5c+5d) 25 Drums		= <u>26,519.00</u> (5)
6	Delay Time .....	\$ <u>150.00</u> /Hour x 4 hours	= \$ <u>600.00</u> (6)
TOTAL BID .....		(1+2+3+4+5+6)	= <u>\$35,882.00</u>

COMPANY: Remediation Services, Inc.

TELEPHONE NUMBER: (314) 567-5300

SIGNATURE/TITLE OF AUTHORIZED COMPANY REPRESENTATIVE:

  
 \_\_\_\_\_  
 Operations Manager  
 DATE: May 23, 1991

\* Use only if deemed necessary by bidder.

\*\* Indicate unit cost in case this action is necessary.

**RSI ASSUMPTIONS**  
Laclede Coal Gas Site  
Drum Disposal  
Dated May 23, 1991  
Page 1 of 2

RSI's proposal is based on several assumptions. First, it is assumed that all soil debris in the drums (17 drums) would be disposed of at Peoria Disposal Company, (PDC) Peoria, Illinois. The liquids (8 drums) would be disposed of at Clean Harbors facility in Braintree Massachusetts. Furthermore the owner has the ultimate responsibility to choose the disposal site with RSI adjusting the disposal price for the **ACTUAL** difference between the above mentioned facilities and any other site chosen by the owner. The possibility exists that PDC or Clean Harbors may not accept all or part of the waste for disposal or the owner may choose another site. In either case a contract modification would be negotiated.

In accepting this proposal, the Owner (generator) accepts the quoted disposal facilities as the disposal facilities of the Owner's choice.

It is assumed that all work will be performed in level "D" or "C" protective gear.

RSI assumes that utilities such as but not limited to water and electricity facilities are present and accessible.

RSI's unit prices are based on the quantities as shown in the proposal. If the quantities exceed those as stated in the proposal, it is assumed that the actual quantities will be paid for at the respective unit prices.

Our prices are based on monthly invoicing of percent completion and unit bid items completed to date as detailed in the specifications, with the balance due 20 days thereafter. An interest charge of 1 1/2% monthly will be assessed on all overdue accounts.

The time frame included in the proposal does not anticipate delays due to strikes, weather or other delays outside of RSI's control.

The incineration disposal prices are based on the material not requiring any surcharges based on including but not limited to ash content, chlorides, and BTU's.

The landfill prices are based on the material being accepted by PDC for landfilling and not requiring any stabilization beyond PDC's standard mix.

The liquids treatment and disposal option is based on the material being transported to the Clean Harbors facility in Braintree, Massachusetts. The liquids treatment option prices are based on the pH of the material being between 3 and 8 and less than 1 inch of solids in each drum. If the material turns out to be a listed waste requiring a specified technology for treatment prior to disposal, or if there is any other characteristic which causes the disposal price to increase, a contract modification would be negotiated.

**RSI ASSUMPTIONS**  
Laclede Coal Gas Site  
Drum Disposal  
Dated May 23, 1991  
Page 2 of 2

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless REMEDIATION SERVICES, Inc. and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, liabilities, damages, losses and expenses, whether direct or indirect or consequential, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the services or work of REMEDIATION SERVICES, Inc. or any claims against REMEDIATION SERVICES, Inc. arising out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water sources, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. It is understood that REMEDIATION SERVICES, Inc. is not the generator of any hazardous or toxic substances found, treated, or removed under this contract and shall not be identified as such under any circumstances. Such indemnification shall not apply to claims, damages, losses or expenses which are finally determined to result from willful or reckless disregard, negligence or material breach by REMEDIATION SERVICES, Inc. of its obligations under this CONTRACT.

# ATTACHMENT "A"

## STATEMENT OF WORK PERFORMANCE

All work performed by RSI would be accomplished in acceptable industry standards for an enforcement sensitive site. This would be accomplished through following the specifications as set forth in the proposal dated May 14, 1991 number F-07-9008-020/FM00579SA.

# ATTACHMENT "B"



## **THE RSI TEAM**

### **PRESENTATION OF QUALIFICATIONS**

#### **OPERATIONS MANAGER**

**KEVIN DYER** - Having a Bachelor of Science degree in both Biology and Civil Engineering and nine (9) years of environmental engineering experience with the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers as well as his most recent experience with a large environmental engineering firm, Mr. Dyer has outstanding credentials for the Operations Manager's position. Although too numerous to detail all of Kevin's experiences, the following do warrant mentioning:

- Reviewed EPA, State and local environmental records, sampled groundwater, surface and subsurface soils.
- Conducted Site Assessments on commercial property transfers for the potential hazard of contamination.
- Interpreted and applied rules, regulations, and policies for work to be performed on hazardous waste sites and EPA construction grants.
- Provided training for EPA construction grants and hazardous waste personnel.
- Acted as technical advisor pertaining to CERCLA/SARA hazardous waste management, TSCA (PCBs), asbestos, RCRA and other environmental issues.
- Provided training to Area staff in spill response, personnel protection and safety, sampling, and hazardous waste management.
- Experienced in underground storage tank removal and remediation activities.

#### **MARKETING - ESTIMATOR**

**WILLIAM J. HLADICK, JR.** - Involved in conducting a broad spectrum of field consultant activities. Conducted miscellaneous industrial hygiene surveys, i.e. testing for carbon monoxide, lead, organic gases, etc. Conducted laboratory testing in conjunction with Illinois Geological Survey projects on sulphur extraction and analyzing data from numerous analyses. Holds a Bachelors of Science degree, Biochemistry.

#### **GEOLOGIST**

**RANDY MASON** - Consulting geologist for drilling projects and exploration projects of regional and local scale; included mapping, sampling and drilling and processing samples for geochemical analysis. Consultant to blasting contractors for seismological vibration control. Involved with pre-blast inspections of structures, damage claim investigations, and blast design and monitoring. Holds a Bachelors of Science degree, Geology and Geophysics.

## **KEVIN E. DYER**

### **QUALIFICATIONS**

Extensive experience and knowledge of EPA/OSHA rules and regulations from the implementation/interpretation of said to the management of projects in excess of \$25 million, as well as the direct on-site experience in multiple environmental engineering disciplines.

Provided consulting services to clients on matters involving the Clean Air Act, Resource Conservation and Recovery Act, Comprehensive Environmental Compensation and Liability Act and Toxic Substances Control Act.

Wrote and estimated costs for proposals, including addressing all aspects of the National Contingency Plan to complete a Remedial Investigation/Feasibility Study.

Reviewed EPA, State and local environmental records, sampled groundwater, surface and subsurface soils.

Negotiated with state and federal agencies as it pertained to proposed construction and/or acquisition of right-of-ways along planned highway improvements. These improvements may involve underground storage tanks, landfills, National Priority Listed sites, CERCLIS sites or any other site which may pose an environmental liability on the State Highway Department.

Conducted Site Assessments on commercial property transfers for the potential hazard of contamination.

Interpreted and applied rules, regulations, and policies for work to be performed on hazardous waste sites and EPA construction grants. Provided training for EPA construction grants and hazardous waste personnel.

Acted as technical advisor pertaining to CERCLA/SARA hazardous waste management, TSCA (PCBs), asbestos, RCRA and other environmental issues.

Provided training to Agency staff in spill response, personnel protection and safety, sampling, and hazardous waste management.

## **BUSINESS EXPERIENCE**

<b>REMEDIATION SERVICES, INC., St. Louis, MO</b>	1990
Operations Manager	
<b>SEICO, INC.</b>	1989 to 1990
Environmental Engineer	
<b>BOONEVILLE POWER ADMINISTRATION</b>	1988 to 1989
Environmental Coordinator	
<b>U.S. ARMY CORPS OF ENGINEERS</b>	1984 to 1988
Lead Engineer	
<b>ENVIRONMENTAL PROTECTION AGENCY</b>	1979 to 1984
Environmental Engineer	

## **EDUCATION**

University of Illinois - Champaign/Urbana - Bachelor of Science, Biology, 1976

University of Illinois - Champaign/Urbana - Bachelor of Science, Civil Engineering, 1978

400+ hours of Continuing Education -  
Environmental Engineering/Hazardous Waste Management

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## **HAZARDOUS MATERIALS CERTIFICATION COURSE**

### **8 HOUR REFRESHER TRAINING**

This is to certify that

*KEVIN E. DYER*

has completed the 8 hour Refresher Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

20 July 1990  
Date Completed

# U.S. ENVIRONMENTAL PROTECTION AGENCY

*This certifies that*

KEVIN E. DYER

*has completed the*

PERSONNEL PROTECTION AND SAFETY (165.2)  
Training Course  
July 22 - 26, 1985  
Des Moines, Iowa  
2.6 Continuing Education Units Awarded

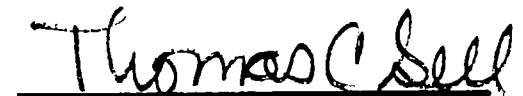
*Presented by the*

**OFFICE OF EMERGENCY AND REMEDIAL RESPONSE**

---

*Course Director*

---

*Training Coordinator,  
Environmental  
Response Branch*

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## **HAZARDOUS MATERIALS CERTIFICATION COURSE**

### **40 HOUR TRAINING**

This is to certify that

***BOB COOK***

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*18 January 1991*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

40 HOUR TRAINING

This is to certify that

**MIKE GWINN**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

  
Instructor

25 February 1991  
Date Completed

**WILLIAM J. HLADICK, JR.**

**Education**

Bachelors of Science in Biochemistry, 1986, University of Illinois

**Employment History**

Senior Estimator, Remediation Services, Inc. 1990-Present  
(Affiliate of FCA Services, Inc.)

Senior Estimator, FCA Services, Inc. 1990-Present

Estimator, Chemical Waste Management, Inc. & Affiliates 1987-1989  
Responsible for estimating hundreds of projects up to \$5,000,000 in size.

Senior Technician, John Jurgiel & Associates (Consulting) 1985-1987  
Duties involved conducting a broad spectrum of field consultant activities. Conducted identification surveys in commercial, industrial and public buildings. Oversaw monitoring programs for hundreds of projects. Conducted miscellaneous industrial hygiene surveys, i.e. testing for carbon monoxide, lead, organic gases, etc.

Project Manager, Illinois Abatement Act Projects 1985  
Responsible for enforcement of Illinois Asbestos Abatement Act for schools. Served as a free-lance Project Manager.

Lab Analyst, Illinois State Geological Survey 1983-1985  
Conducted laboratory testing in conjunction with Illinois Geological Survey's project on sulphur extraction from Illinois coal. Duties also included analyzing data from numerous analyses.



# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

40 HOUR TRAINING

This is to certify that

*WILLIAM JOSEPH HLADICK, JR.*

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*19 March 1991*  
Date Completed

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## *HAZARDOUS MATERIALS CERTIFICATION COURSE*

### *8 HOUR MANAGER/SUPERVISOR TRAINING*

This is to certify that

*RANDAL A. MASON*

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*13 March 1991*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

*GENE MONETTI*

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Bulna Miller*  
Instructor

*20 September 1990*  
Date Completed

## CRAIG NANCE

### Education

O'Fallon High School, Graduate 1976

. 40 Hours Toward Associate Degree in Applied Science and Electronics

### Employment History

REMEDIATION SERVICES, INC., St. Louis, MO 1990  
Heavy Equipment Engineer

GRANITE CITY STEEL, Granite City, IL 1977-90  
Heavy Equipment Operator

### Experience

Broad experience in heavy equipment operations including the following:

- Dozers
- Hi-Lift Loaders
- Backhoes
- Cranes
- Scrapers
- Bobcats
- Tractors

### Professional Certifications

OSHA Hazardous Materials Training (40 Hours)  
Numerous Safety and Procedure Training

### Professional Affiliations

Operating Engineers Local 520 - 1975 to present

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 8 HOUR MANAGER/SUPERVISOR TRAINING

This is to certify that

*CRAIG NANCE*

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Bridget J. Miller*  
Instructor

*25 May 1990*  
Date Completed

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

*CRAIG NANCE*

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J Miller*  
Instructor

*8 May 1990*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 8 HOUR MANAGER/SUPERVISOR TRAINING

This is to certify that

*STEVE ROBINSON*

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*26 January 1990*  
Date Completed



# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## *HAZARDOUS MATERIALS CERTIFICATION COURSE*

### *8 HOUR REFRESHER TRAINING*

This is to certify that

*TODD TIPTON*

has completed the 8 hour Refresher Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*15 February 1991*  
Date Completed



# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

**TOM TIPTON**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*18 January 1991*  
Date Completed

# ATTACHMENT "C"

**REMEDIALATION SERVICES, INC.**  
**COMPLETED JOBS AND REFERENCES**

Below we have listed several projects and references for your review which Remediation Services, Inc. has been affiliated with, performed remediation projects and are representative of our diversified experience.

This information is submitted in strict confidence and should **NOT** be discussed with anyone other than those involved with the evaluation of Remediation Services, Inc. for the work currently being considered.

**CONTACT NAME AND NUMBER**

**TYPE OF FACILITY**

City of Pevely  
Mr. Russ Michler  
(314) 479-4453

Government Agency  
City Maintenance Yard

Geotechnology, Inc.  
Mr. Scot Miller  
(314) 997-7440

Engineering Consultants

Equitable Real Estate Management  
Mr. Mike Klamm  
(314) 421-5900

Real Estate Management

U.S. Durum Milling  
Mr. James Meyer  
(314) 638-1447

Flour & Pasta Manufacturer

Villa Duchesne/Oak Hill School  
Mr. Mike Sawicki  
(314) 432-2023

Educational Facility

General Electric  
Mr. James F. Bratton  
(314) 726-9103

St. Louis Lamp Plant

Crown Manufacturing  
Mr. Joe Scott, Jr.  
(314) 532-8050

Door/Window/Awning Manufacturer

CONTACT NAME AND NUMBER

TYPE OF FACILITY

O'Brien & Gere  
Mr. Gary Fern  
(314) 842-4550

Consultants

Supply/Service, Inc.  
Mr. Ronald N. Carter  
(314) 963-1717

Equipment Supplier

Mead McClelland  
Mr. Guy McClelland  
(314) 773-8300

Corporate Acquisition Group

Bryan, Cave, McPheeters & McRoberts  
Mr. Nicholas Gladding  
(314) 231-8600

Environmental Law Firm

# ATTACHMENT "D"

## PERMITS

No Federal or State permits are anticipated for this project. It is assumed that the Generator has the appropriate State, and Federal generator ID numbers.

# ATTACHMENT "E"

## TIME SCHEDULE

RSI could mobilize on the project within 10 days of an issuance of a notice to proceed. Disposal facilities require samples prior to waste stream acceptance. These samples would be taken on the first day and delivered to the disposal facilities for analysis and waste stream acceptance.

Waste stream analysis and acceptance will take approximately 5 weeks.

Transportation and scheduling into a facility will take an additional 1 to 4 weeks.



# ATTACHMENT "F"

## MAJOR EQUIPMENT

The only major equipment anticipated to utilized is a rubber tired backhoe or fork lift to move the drums and to load them onto the transportation vehicles.

# ATTACHMENT "G"

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/30/91

12/01/90

**PRODUCER**

1  
The Lockton Insurance Agency  
1 Cityplace, 1 Cityplace Dr., B160  
Saint Louis MO 63141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**COMPANIES AFFORDING COVERAGE**

**CODE**

**SUB-CODE**

**INSURED**

784  
REMEDATION SERVICES, INC.  
D/B/A RSI, INC.  
11401 Moog Drive  
Saint Louis MO 63146

COMPANY  
LETTER **A**

Liberty Mutual/W.C.-Assigned Risk

COMPANY  
LETTER **B**

Planet Insurance Company

COMPANY  
LETTER **C**

COMPANY  
LETTER **D**

COMPANY  
LETTER **E**

**COVERAGES**

7M

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO  
LTR

TYPE OF INSURANCE

POLICY NUMBER

POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY)

ALL LIMITS IN THOUSANDS

**GENERAL LIABILITY**

B X COMMERCIAL GENERAL LIABILITY HGB125933801  
X CLAIMS MADE OCCUR.  
OWNER'S & CONTRACTOR'S PROT.

11/30/90 11/30/91

GENERAL AGGREGATE \$1,000  
PRODUCTS-COMP/OPS AGGREGATE \$1,000  
PERSONAL & ADVERTISING INJURY \$1,000  
EACH OCCURRENCE \$1,000  
FINE DAMAGE (Any one fire) \$100  
MEDICAL EXPENSE (Any one person) \$5

**AUTOMOBILE LIABILITY**

ANY AUTO  
ALL OWNED AUTOS  
B X SCHEDULED AUTOS  
X HIRED AUTOS HKA125883901  
X NON-OWNED AUTOS  
GARAGE LIABILITY

11/30/90 11/30/91

COMBINED SINGLE LIMIT \$1,000  
BODILY INJURY (Per person) \$  
BODILY INJURY (Per accident) \$  
PROPERTY DAMAGE \$

**EXCESS LIABILITY**

Umbrella Form  
OTHER THAN UMBRELLA FORM

EACH OCCURRENCE \$ AGGREGATE \$

**WORKER'S COMPENSATION**

AND  
A EMPLOYERS' LIABILITY WC1-341-401310-010

12/01/90 12/01/91

STATUTORY  
\$ 100 (EACH ACCIDENT)  
\$ 300 (DISEASE-POLICY LIMIT)  
\$ 100 (DISEASE-EACH EMPLOYEE)

**OTHER**

B Pollution Liability HTB125980801

11/30/90 11/30/91

\$500, each Occurrence -  
\$1,000, Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

10906  
TO WHOM IT MAY CONCERN

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES:

AUTHORIZED REPRESENTATIVE

*S. Whitehead*

# J.W. TERRILL I N C

March 22, 1991

RE: Nacor, Inc. and Subsidiaries:  
FCA Services, Inc.  
FCA Services West, Inc.  
Select Environmental, Inc.  
Select Environmental East, Inc.  
Remediation Services, Inc.

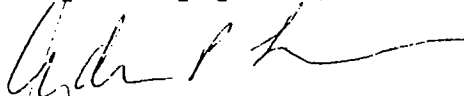
To Whom it May Concern:

J. W. Terrill, Inc. has been pleased to provide surety credit for Nacor, Inc. and Subsidiaries for several years. During our long term relationship with Nacor, Inc. we have never had a question as respects to workmanship or their ability to perform.

Due to Nacor's reputation, technical expertise, financial strength, equipment and quality labor force, we stand prepared to execute Treasury listed performance and payment bonds for various projects for single jobs in excess of \$2,500,000.

Please do not hesitate to contact our office if you have any questions regarding a specific bond request.

Very truly yours,



Andrew P. Thome  
Bond Manager

AT/36124

# ATTACHMENT "H"

## SUGGESTED REMOVAL AND DISPOSAL OPTIONS

Landfilling of the solids is the most economical solution to dispose of the cuttings and personnel protective equipment. This is based on the assumption that the material can be accepted by PDC. PDC has indicated that the material can be accepted based on the analytical results in the specifications, however, formal approval must be made on a sample to be shipped to PDC for analysis.

Treatment of the liquids and disposal would be completed by Clean Harbors. The liquids would be hauled to their Braintree Massachusetts location for treatment if necessary and disposal. The pricing of the disposal is based on their formal acceptance of the waste based on analytical results.

Incineration is an option for the liquids. The liquids can be economically disposed of at the Trade Waste Incinerator in Sauget. TWI's proximity to the St. Louis area lends itself to be more economical than other alternatives. Again, formal approval is based on a sample which must be analyzed and reviewed.

# ATTACHMENT "I"



REPRESENTATIONS AND  
CERTIFICATIONS REGARDING SUBCONTRACTOR STATUS

1. SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

- A. The offeror/contractor certifies that he is ☐, is not ☒, a small business concern as defined in accordance with Section 3 of the Small Business Act (15 U.S.C. 632).
- B. The offeror/contractor certifies that he is small business (as set forth in A. above) and is ☐, is not ☒, owned and controlled by socially and economically disadvantaged individuals. Such a firm is defined as one:
- o Which is at least 51 percent owned by one or more such individuals or, in the case of publicly owned business, at least 51 percent of the stock is owned by such individuals,
  - o Whose management and daily business operations are controlled by one or more such individuals, and
  - o Which management and daily operations are controlled by one or more such individuals, and
  - o Which certifies concerning said ownership and control in accordance with Section C. below.
- C. The offeror/contractor certifies that he is ☐, is not ☒, a minority individual(s) in accordance with C.1. below or that he is ☐, is not ☒, socially and economically disadvantaged in accord with Section C.2 or C.3. Socially and economically disadvantaged individuals are defined as:
1. United States citizens who are Black Americans, Hispanic Americans, Native Americans, or other specified minorities;
  2. Any other individual found to be disadvantaged pursuant to Section 8(a) of the Small Business Act (15 U.S.C. 637); or

3. Any other individual defined as socially, and economically disadvantaged, for purposes relating to other sections of the

Small Business Act.

2. WOMAN-OWNED BUSINESS

Concern is ☐, is not ☒, a woman-owned business. A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. "Controlled" is defined as exercising the power to make policy decisions.

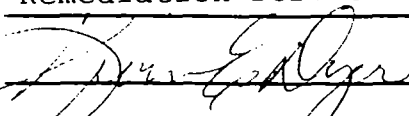
"Operated" is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts may be unable to answer the question. Such businesses may voluntarily represent that they are, or are not, women-owned if this information is available.

3. PLACE OF PERFORMANCE

For the purpose of identifying work performed in labor surplus areas, we stipulate the intended principal place of performance for the work described in this offer is:

<u>Lacled Coal Gas Site</u>		
Street Address		
<u>St. Louis,</u>	<u>St. Louis,</u>	<u>Missouri</u>
City	County	State

☐ This area has been designated as a Labor Surplus Area.

FIRM	<u>Remediation Services, Inc.</u>
SIGNATURE	<u></u>
TITLE	<u>Operations Manager</u> (Authorized Representative)
DATE	<u>May 22, 1991</u>

AGREEMENT  
ECOLOGY AND ENVIRONMENT, INC.  
AND  
NEBRASKA TESTING CORPORATION  
TDD No. F-07-9008-020  
PAN FM00579SA

AGREEMENT, entered into and made effective as of the >\_\_\_\_\_th day of >\_\_\_\_\_, 1991, by and between ECOLOGY AND ENVIRONMENT, INC., a New York corporation, with headquarters at 368 Pleasantview Drive, Lancaster, New York 14086 (hereafter, "E & E"), and Remediation Services, Inc., with offices at 11401 Moog Drive, St. Louis, Missouri 63146, (hereafter, the "Subcontractor").

W I T N E S S E T H:

WHEREAS, Ecology and Environment, Inc., with headquarters at 368 Pleasantview Drive, Lancaster, New York 14086, and a business office at 1700 North Moore Street, Suite 1105, Arlington, Virginia 22209, has entered into a contract (Contract No. 68-01-7347) with the United States Environmental Protection Agency (EPA), with an effective date of November 1, 1986, to furnish technical, engineering and managerial services in support of Remedial Response Activities at Uncontrolled Hazardous Substance Disposal Sites; and

WHEREAS, E & E, with the approval of the Government, desires to subcontract a portion of its work to the Subcontractor; and

WHEREAS, the Subcontractor agrees to provide such subcontract services in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, the parties hereto agree as follows:

GENERAL TERMS  
TIME AND MATERIALS SUBCONTRACTS

1. Employment

E & E hereby agrees to engage the Subcontractor, and the Subcontractor hereby agrees to perform the services as provided for herein, and as set forth in Exhibit 1, annexed hereto and made a part hereof, in connection with the program and the Contract.

2. Scope of Work

The services to be provided by the Subcontractor for and on behalf of E & E shall be those specified in Exhibit 1, annexed hereto and made a part hereof. All services are for the purpose of supporting and assisting E & E in furnishing technical and managerial services to the EPA under the Contract. The Subcontractor shall furnish the necessary personnel, material, and service facilities (except as may be otherwise specified herein), and shall otherwise do all things necessary for or incident to the performance of the work specified in Exhibit 1, and any references contained therein.

3. Contract Documents and Order of Preference

A. This agreement consists of the following documents:

(1) This Subcontract Agreement dated as of the effective date written above, with attached Exhibits.

(2) The additional general provisions required by the prime Contract or Federal laws, which are hereby incorporated by reference as follows:

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.202-01	DEFINITIONS
52.203-01	OFFICIALS NOT TO BENEFIT
52.203-03	GRATUITIES

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.203-05	COVENANT AGAINST CONTINGENT FEES
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-07	ANTI-KICKBACK PROCEDURES (If over \$100,000)
52.215-01	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (Negotiated Contracts over \$10,000)
52.215-02	AUDIT -- NEGOTIATION (Negotiated Contracts over \$10,000)
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Negotiated Contracts)
52.215-24	SUBCONTRACTOR COST OR PRICING DATA (Negotiated Contracts over \$100,000)
52.215-26	INTEGRITY OF UNIT PRICES (If over \$10,000)
52.216-07	ALLOWABLE COST AND PAYMENT
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	UTILIZATION OF WOMEN OWNED SMALL BUSINESSES
52.220-03	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-03	CONVICT LABOR
52.222-26	EQUAL OPPORTUNITY
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (If over \$10,000)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (If over \$2,500)
52.223-02	CLEAN AIR AND WATER (If over \$100,000)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.230-03	COST ACCOUNTING STANDARDS (Negotiated Contracts over \$100,000)
52.233-03	PROTEST AFTER AWARD ALTERNATE I
52.243-03	CHANGES - TIME AND MATERIALS

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.244-03	SUBCONTRACTS
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-06	INSPECTION
52.246-25	LIMITATION OF LIABILITY--SERVICES (If over \$25,000)

<u>EPAAR Clause Number</u>	<u>Clause Title</u>
1552.235-70	SCREENING OF BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(3) Any special E & E "Terms and Conditions", to the extent such Terms are applicable, are identified as such, and are attached hereto.

B. In the general provisions listed above, all references to the Contractor or E & E shall be deemed references to the subcontractor, and all references to the EPA or the Government shall be deemed reference to E & E.

C. In the event of any inconsistency in this Subcontract, the inconsistencies shall be resolved by giving precedence in the following order:

- (1) This Subcontract Agreement with attached Exhibits
- (2) The Additional provisions, approved protocols and procedures incorporated into this Subcontract by reference
- (3) The General Provisions of the Contract

#### 4. PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall be for a term of sixty (60) days from the notice to proceed:

5. ESTIMATED COST

The total cost of this Subcontract is not to exceed thirty five thousand, eight hundred and eight-two and 00/100 dollars (\$35,882.00).

No payments shall be made to the Subcontractor other than against a properly prepared and submitted invoice in accordance with Article 8 of this Subcontract.

6. PAYMENT FOR SERVICES

E & E shall pay the Subcontractor for the services performed in accordance with the Subcontractor's price schedule, annexed hereto as Exhibit 2 and made a part hereof, and in accordance with the provisions of this Subcontract. No invoice for such services shall include work in excess of forty (40) hours in any week, except as authorized in advance by the Zone Program Manager (ZPM), or such other E & E employee(s) designated in writing by the ZPM. Invoices shall be supported by documents, time sheets, itemized lists of material, or other documents as may be reasonably required by E & E and EPA.

Notwithstanding anything in this Subcontract to the contrary, the Subcontractor shall be paid for services performed on behalf of E & E pursuant to this Subcontract within forty-five (45) days of receipt of a valid invoice by E & E for such services.

7. SUBCONTRACTOR ACCOUNTING SYSTEM

The Subcontractor shall employ an accounting system for this agreement to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross referencing with payment vouchers for purposes of cost recovery litigations.

8. SUBMISSION OF CLAIMS FOR REIMBURSEMENT

In accordance with the provisions of this Subcontract, and the cost proposal/schedule at Exhibit 2 incorporated into and made a part hereof, each Subcontractor invoice or claim for reimbursement, along with any required supporting statements or certificates, shall be

submitted to the attention of the Subcontracts Manager at the address designated below:

ECOLOGY AND ENVIRONMENT, INC.  
6405 Metcalf, Suite 404  
Overland Park, Kansas 66202  
Attention: Mike Labuda

9. TECHNICAL DIRECTION

The Subcontractor shall promptly perform all work directed by the E & E ZPMO Subcontracts Manager or his designated representative (Subcontract Technical/Administrative Coordinator) in accordance with the technical direction given by them which may include, but need not be limited to:

- (1) the anticipated level of effort to be devoted to each task;
- (2) the anticipated end product(s) of each task; and
- (3) the completion date for each task.

All work so performed shall remain subject to the "Limitation of Cost" and "Limitation of Funds" provisions of this Subcontract, as well as the "Level of Effort" provisions of this Subcontract to the extent they are incorporated into and made a part hereof.

10. E & E ZPMO SUBCONTRACTS MANAGER MODIFICATION OF  
SUBCONTRACT

Notwithstanding any of the provisions of this Subcontract, only the E & E ZPMO Subcontracts Manager is authorized to alter the scope of work set forth in Exhibit 1 of this Subcontract, or to amend or modify in any way any of the terms of the Subcontract.

11. AMENDMENTS IN WRITING

This Subcontract may be amended only by a further written agreement, duly executed, between the parties, and such amendment shall be subject to the prior approval of the Government. This Subcontract may not be changed orally.



## 12. NOTIFICATION OF CHANGES TO SUBCONTRACT

### A. Definitions

As used in this Article, the term "E & E ZPMO Subcontracts Manager" does not include any representative of the E & E ZPMO Subcontracts Manager, whether or not such representative is acting within the scope of his authority.

### B. Notice

The primary purpose of this Article is to obtain prompt reporting by the Subcontractor of Government or Contractor conduct which the Subcontractor considers to constitute a change to this Subcontract. Except for changes identified as such, the Subcontractor shall notify the E & E ZPMO Subcontracts Manager promptly in writing, and in any event within ten (10) calendar days from the date the Subcontractor so identifies any Government or Contractor conduct (including actions, inactions, and written or oral communications) that the Subcontractor regards as a change to the Subcontract terms and conditions. The notice shall state, on the basis of the most accurate information available to the Subcontractor, the following:

- (1) the date, nature and circumstance of the conduct regarded as a change;
- (2) the name, function, and activity of each Government individual, Contractor, and Subcontractor official or employee, involved in or knowledgeable of such conduct;
- (3) the identification of any document(s) and the substance of any oral communication involved in such conduct; and
- (4) the particular elements of contract performance for which the Subcontractor may seek an equitable adjustment under the "Changes" clause, including:
  - (a) those portions of the Subcontract statement of work the Subcontractor believes will be affected by the alleged change;
  - (b) the estimated adjustment to the Subcontract with respect to estimated cost and/or fixed fee, delivery or performance schedule; and other provisions affected by the alleged change.

C. Continued Performance

The Subcontractor shall not proceed with the alleged changes as identified in the notice required by B. above, unless notified in advance in writing by the E & E ZPMO Subcontracts Manager, in accordance with D (1), below. Until such notification is received, the Subcontractor shall continue performance of this Subcontract in accordance with its terms and conditions.

D. E & E Response

The E & E ZPMO Subcontracts Manager shall respond in writing to the notice required by B. above. In such response, the E & E ZPMO Subcontracts Manager shall either:

(1) confirm that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance in accordance with the "Changes" clause;

(2) countermand any communication regarded as a change;

(3) deny that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance; or

(4) in the event the Subcontractor's notice information is deemed inadequate to enable the making of a response as set forth in (1), (2) or (3) above, advise the Subcontractor when additional information is required and establish the date by which such additional information is to be furnished.

E. Equitable Adjustments

If the E & E ZPMO Subcontracts Manager confirms that E & E or Government conduct effected a change within the scope of the "Changes" clause, as alleged by the Subcontractor, and such conduct causes an increase or decrease in the estimated cost of, or the time required for the performance of, any part of the work under this Subcontract, whether changed or not changed by such conduct, an equitable adjustment may be made in accordance with the "Changes" clause of this Subcontract.

13. NOTICES

All notices and other communications required to be given under this Subcontract, and in the absence of specific direction otherwise, shall be deemed effectively made or given if written and delivered to the appropriate party at the address listed below, or at such other address or addresses as either party may, from time to time designate in writing:

With respect to E & E:  
ECOLOGY AND ENVIRONMENT, INC.  
Rosslyn Center - Suite 1105  
1700 North Moore Street  
Arlington, Virginia 22209

With respect to the Subcontractor:  
Remediation Services, Inc.  
11401 Moog Drive  
St. Louis, Missouri 63146

14. COMPLIANCE WITH LAWS

Subcontractor shall comply with all applicable state, federal, and local laws and executive orders and regulations in the performance of its services hereunder.

15. HEALTH AND SAFETY

A. Requirements. The nature of the work to be performed under this agreement is potentially hazardous. As a minimum, the Subcontractor shall satisfy all Federal, State and local statutes, regulations and ordinances regarding health and safety, including the appropriate requirements set forth in 29 CFR Parts 1910 and 1926, including in particular, the provisions of 29 CFR 1910.120; 1910.132; 1910.133; and 1910.134.

The Subcontractor agrees to follow all E & E health and safety protocols that E & E may require while performing services in connection with this subcontract. The Subcontractor further agrees to allow E & E to monitor and inspect Subcontractor's activities as

required ensure that all parties and their agents, officers and employees are in compliance with E & E health and safety program or sites safety plan requirements. None of the above shall be construed to remove from Subcontractor and impose upon E & E any general supervision duty over or responsibility for the activities of Subcontractor's officers, agents, or employees.

B. Medical Surveillance Program. Each Subcontractor employee involved in field activities under this agreement should be enrolled in a medical surveillance program, consisting of an initial medical examination, annual examinations and such interim examinations as may be required to protect or assess employee health status. The Subcontractor agrees to submit to E & E a certification that each employee assigned to this project, is enrolled in a medical surveillance program, and has been medically certified by a physician for this work, including the use of a respirator. Certifications of employee medical status must be submitted to E & E before an employee shall be permitted to enter a hazardous waste site under this agreement. (See Appendix A to Exhibit 1).

C. Safety and Health Training Responsibility. The Subcontractor shall arrange for and require that all of its employees who will be working on a hazardous waste site take a safety and health training course which conforms to the requirements specified in OSHA Regulations 29 CFR 1910.120(e). Certification of completion of such courses by each employee who is to work on site under this agreement shall be furnished to Ecology and Environment, Inc. prior to any such employee's entering the site for any purpose. (See Appendix B to Exhibit 1).

D. First Aid Training and CPR Training. The Subcontractor agrees that its employees will not enter any site under this agreement, unless a minimum of two field personnel are present on the site that are currently certified by the American Red Cross in both Multimedia First Aid and Cardiopulmonary Resuscitation (CPR)-Modular, or equivalent. These trained individuals need not be subcontractor employees.

E. Use of Equipment and Protective Clothing at Hazardous Waste Sites. The Subcontractor agrees that each employee shall wear such protective clothing and use such equipment as specified in the Site Safety Plan at all times when such employee is on the site.

The Subcontractor hereby agrees to comply with the requirements set forth at 29 CFR 1910.134 including those provisions that require facial hair to be removed and/or special facepiece lenses to be utilized by persons with poor eyesight in the event respiratory equipment is to be used. The Subcontractor hereby agrees to have its own employees submit to the authority of E & E should E & E ever determine that a health or safety concern exists, and that any Sub-subcontractors to the Subcontractor will be required to adopt and agree to the terms of this paragraph as a condition of any written agreement of other Sub-subcontract governing on-site activities.

16. EQUAL EMPLOYMENT OPPORTUNITY

The provisions of the clause contained in FAR Subpart 22.8 in effect on the date hereof are hereby incorporated herein by reference with the following change: The word "Contractor" shall mean "Subcontractor."

17. PROHIBITION AGAINST ASSIGNMENT -- SUBCONTRACTING

It is understood and agreed that the Subcontractor shall be an independent contractor and that the Subcontractor shall not further subcontract out any of the work to be performed by it under this subcontract nor assign said Subcontract without, in each case, the prior written consent of E & E and of the Government, if appropriate.

18. INCREMENTAL FUNDING

It is understood that EPA Contract 68-01-7347 is being incrementally funded. It is, therefore, understood that this Subcontract is funded only to the extent funds are available to pay for the Subcontractor's services in accordance with the Contract, and that the Subcontractor will be paid only to the extent funds are available for allocation to the Subcontractor under the Contract. E & E shall notify the Subcontractor thirty (30) days in advance of any period for which

Contract No. 68-01-7347 with the Government has not been funded.

19. CONSULTANT SERVICE

The Subcontractor agrees to determine and notify E & E whether or not it or any consultant to be utilized by it under this Subcontract has in effect an agreement with the Federal Government for similar services, and if so, will advise the E & E ZPMO Subcontracts Manager accordingly.

20. FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to performance under this subcontract, the need may arise to provide expert testimony during hearings, and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the subcontractor under this contract would have gained expertise as a result of tasks performed under this contract. Therefore, the subcontractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with lower tier subcontractors (if any) to ensure the availability of such subcontractor personnel. Agreement to provide such services in the future serves as a notice of intent only. Such services are not purchased hereby, and will be obtained, as required, through a separate contractual agreement.

21. DESIGNATION OF PATENT ADVISOR

The Patent Advisor Office of General Counsel, EPA, Washington, D.C. 20460, is hereby designated to represent E & E in administering the "Patents and Inventions" clause in this Subcontract. Correspondence with respect to this clause should be directed to the Patent Advisor, with a copy to the EPA's Contracting Officer, and copy to the E & E ZPMO Subcontracts Manager. The requirements of the "Patents and Inventions" clause regarding the identification and mailing address of the Contracting Officer in this Subcontract may be satisfied by including this entire paragraph.

22. FEDERAL REPORTS ACT

In the event that it subsequently becomes a requirement of this Subcontract to collect identical information from ten (10) or more public respondents, the Federal Reports Act, 44 USC 3501, et seq., shall apply to this Subcontract. In such event, the Subcontractor shall not expend any funds to, or take any other action whatsoever, to solicit information from any of the public respondents until the EPA Contracting Officer has notified E & E in writing that the required Office of Management and Finance final clearance has been obtained, and E & E has so notified the Subcontractor. The Subcontractor shall provide to the EPA Contracting Officer, or the E & E ZPMO Subcontracts Manager, such information as will facilitate obtaining such clearance.

23. SUBCONTRACT CONSENT

This Subcontract, and all amendments thereto, are subject to the prior approval of the EPA Contracting Officer, as provided for in the clause of the General Provisions entitled, "Subcontracts".

24. ORGANIZATIONAL CONFLICT OF INTEREST

A. The Subcontractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this Subcontract, it does not have any organizational conflict of interest as defined in Paragraph B, below.

B. The term "Organizational Conflict of Interest" means a relationship exists whereby the Subcontractor (including its chief executives, directors, and proposed consultants) has interests which:

(1) may diminish its capacity to give impartial, technically sound, and objective advice and assistance, or may otherwise result in a biased work product; or

(2) may result in an unfair competitive advantage. Such interests include, but are not limited to, present or proposed contractual arrangements with an industry to be studied, present or proposed contractual agreements with a firm which

manufactures or sells any substance or item to be studied, present or proposed manufacture or sale of any substance or item to be studied, and present or proposed manufacture or sale of any substance or item in competition with a substance or item to be studied under the proposed Subcontract. It is not relevant that the Subcontractor has either the reputation of being able to resist the temptation to give biased advice or the ability to resist such temptation.

C. The Subcontractor agrees that, if after the effective date of this Subcontract, it discovers an organizational conflict of interest with respect to this Subcontract, it shall make an immediate and full disclosure in writing to the EPA Contracting Officer and the E & E ZPMO Subcontracts Manager, which disclosure shall include a description of the action which the Subcontractor has taken, or proposes to take, to avoid, eliminate or neutralize the conflict. E & E may, however, terminate this Subcontract at its convenience in the event of any organizational conflict of interest if such termination would be in the best interests of itself or EPA, or if termination is required by EPA.

D. The Subcontractor agrees further that if a conflict of interest were identified prior to the execution of this Subcontract, it will adequately avoid, eliminate or neutralize the conflict in a manner satisfactory to the E & E ZPMO Subcontracts Manager and the EPA Contracting Officer.

E. In the event the Subcontractor was aware of an organizational conflict of interest any time prior to or after the execution to this Subcontract, and intentionally did not disclose the conflict to E & E or the EPA Contracting Officer, E & E may terminate the Subcontract for default, and E & E and/or the Government may invoke such other remedies as may be authorized by law.

## 25. PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

The subcontractor agrees to obtain confidentiality agreements from all personnel working on requirements under this contract. Such agreements shall contain provisions which stipulate that each individual agrees not to disclose either in whole or in part to any entity external to EPA, DOJ, or the contractor, any technical data



provided by the Government or generated by the contractor, any site specific cost information, or any enforcement strategy without first obtaining the written permission of E & E. Such agreements shall be effective for the period of performance of E & E's prime contract and for a period of two years after the expiration of this contract, including any amendments to extend the term of this contract.

26. INSPECTION AND ACCEPTANCE

The E & E ZPMO Subcontracts Manager, or his duly authorized or designated representative, is authorized to perform inspection for acceptance and to accept materials and services to be provided.

27. F.O.B. POINT

All items and materials required hereunder shall be delivered F.O.B. Destination (e.g., Job Site), with all shipping and transportation costs prepaid.

28. TOOLS AND MATERIALS

Tools and materials necessary for Subcontractor's performance shall be supplied by Subcontractor. Any tools or materials supplied by E & E, or created from performance of the Agreement, shall remain the property of E & E, and will be returned on demand.

29. WORKING FILES

The Subcontractor shall maintain accurate working files containing all work documentation including calculations, assumptions, interpretations of regulations, source of information, and other raw data required in the performance of this agreement. The Subcontractor shall provide the information contained in its working files to Ecology and Environment, Inc. upon request.

30. TECHNICAL DATA

The Subcontractor hereby agrees to deliver to the E & E Subcontracts Manager within thirty (30) days after being requested to do so by E & E, the following documents:

A. All originals and copies, and all abstracts and excerpts therefrom, of all information supplied to the Subcontractor by Ecology and Environment, Inc. and specifically designated "Confidential Business Information," pursuant to the article entitled "Treatment of Confidential Business Information."

B. All originals and copies, and all abstracts and excerpts therefrom, all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Article entitled "Screening of Business Information for Claims of Confidentiality."

C. All originals (if originals are unavailable, copies will be acceptable) of all Technical Data\* which is pertinent to the support of the Remedial Response Program and has been furnished to the Subcontractor by Ecology and Environment, Inc. or has been generated by the Subcontractor in performance of this agreement. In the event that there is any disagreement as to whether certain data is considered pertinent, the Program Manager shall make the final determination. This determination shall not be subject to the terms of the Article entitled "Disputes."

\*"Technical Data" as used herein means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may document research, experimental, developmental, or engineering work; or be usable or used to define a process or to procure, produce, support, maintain, or operate material. This data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer disks or printouts of data retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

D. Copies of all other types of additional data, including but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the

clause "Rights in Data--Special Works (EPAAR 1552.227-72).

E. Upon receipt of all data provided to Ecology and Environment, Inc. by the Subcontractor under this paragraph, the Contracts Administrator shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

31. TERMINATION BY E & E

Notwithstanding anything in this Subcontract to the contrary, this Subcontract may be terminated by E & E at any time, upon termination of the Contract, and the Subcontractor shall have no claim against E & E, except for services performed prior to the date of termination, and then only to the extent E & E has received payment from the Government for the services performed.

32. REMEDY IN THE EVENT OF BREACH BY THE SUBCONTRACTOR

In the event of any breach or failure by the Subcontractor to perform to the satisfaction of E & E under this Subcontract, E & E shall, at its discretion, be entitled to complete the work or have the work completed by a third party, and the Subcontractor shall be liable for the difference in the cost of completing the work and the remaining payments due to the Subcontractor under the Subcontract, together with any and all damages suffered by E & E including, among others, delays and loss of payments from the Government under the Subcontract, resulting from the Subcontractor's breach.

33. NO WAIVER

No waiver by either party in any default by the other party in the performance of any provision of this Subcontract shall operate as or be construed as a waiver of any future default whether like or different in character.

34. INSURANCE COVERAGE TO BE FURNISHED BY SUBCONTRACTOR

The Subcontractor shall maintain, at its own expense, such insurance as is required by law or regulation, and at a minimum the types and amounts of insurance set forth in that clause of the General

Conditions entitled, "Insurance", at the Subcontractor's sole expense, as follows:

A. The Subcontractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 28.3 of the Federal Acquisition Regulations (FAR) as of the date of execution of this Subcontract, and such insurance as the Contracting Officer prescribes by written direction.

B. At a minimum, the Subcontractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy State law;

(2) Employer's liability insurance, in the minimum amount of \$100,000 per occurrence;

(3) Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons, in the amount of \$1,000,000 per occurrence;

(4) When aircraft or vessels are used in the performance of this subcontract, public and passenger liability insurance, in such form, in such amounts, and for such periods of time as E & E may require or approve.

C. With respect to any insurance policy, all or part of the premiums of which the Subcontractor proposes to treat as a direct cost under this Subcontract, and with respect to any proposed qualified program of self-insurance, the approval of the Contracting Officer shall be obtained prior to any claim for payment therefor. The Subcontractor shall be reimbursed for the portion allocable to this Subcontract.

D. The Subcontractor shall indemnify, defend and hold harmless E & E from and against all claims, damage, loss and expenses arising directly or indirectly out of the performance of the work by the Subcontractor under this Subcontract.

### 35. STANDARDS

All services hereunder shall be performed by employees or agents of Subcontractor who are experienced and highly skilled in their profession, and in accordance with the highest standards of workmanship in their professions.

36. DISPUTES

Should any dispute arise between E & E and the Subcontractor or between E & E and the Government concerning the work performed by the Subcontractor under this Subcontract, the Subcontractor agrees to be bound by the decision of the Contracting Officer, and any appeals therefrom, to the same extent E & E is bound. The Subcontractor agrees to pay the cost of the prosecution or the processing of any appeal or dispute between E & E and the Government concerning work performed by the subcontractor, and including but not limited to administrative and legal expenses incurred by E & E in prosecuting any such claim or appeal on behalf of the Subcontractor.

37. DESIGNATION OF PROPERTY ADMINISTRATOR

The Contract Property Administrator, General Service Branch, Data and Support Assistance Division, EPA, Washington, D.C., 20460, is hereby designated the property administration function for this Subcontract. The Subcontractor agrees to furnish information regarding Government property to the Contract Property Administrator in the manner and to the extent required by the Contract Property Administrator or his duly designated successors, or by the E & E ZPMO Subcontracts Manager.

38. ENTIRE AGREEMENT

This Subcontract, with all Exhibits and materials incorporated herein by reference and made part hereof, shall constitute the entire understanding between the parties and no conversations, memoranda, or other matters, whether written or oral, and previously exchanged between the parties hereto, shall alter the terms of this Subcontract.

39. GOVERNING LAW

The parties hereby agree that this Subcontract, including its validity and interpretation, shall in all respects be governed by the laws of the State of New York.

40. JURISDICTION

This Subcontract shall be deemed to be executed in and performed in the County of Erie, of the State of New York, and any action brought pursuant to this Subcontract may be brought only in the Supreme Court of the State of New York, County of Erie.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

AGREED TO AND ACCEPTED:

Remediation Service, Inc.

ECOLOGY AND ENVIRONMENT, INC.

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Kevin Dyer  
(Printed or Typed Name)

Lewis A. Welzel  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

Subcontracts Manager  
(Title)

EXHIBIT 1

STATEMENT OF WORK

BID PACKAGE SPECIFICATIONS  
DRUMMED WASTE REMOVAL AND  
DISPOSAL AT LACLEDE COAL GAS SITE  
ST. LOUIS, MISSOURI  
TDD #F-07-9008-020 PAN #FM00579SA  
KEITH BROWN, PROJECT MANAGER  
WES MC CALL, SUBCONTRACTS MANAGER



## TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1: GENERAL .....	1-1
1.1 SITE DESCRIPTION .....	1-1
1.2 WASTE GENERATION .....	1-1
SECTION 2: INFORMATION TO BIDDERS.....	2-1
SECTION 3: SCOPE OF WORK .....	3-1
SECTION 4: SITE SAFETY .....	4-1
SECTION 5: CONTRACT PARTICULARS .....	5-1
SECTION 6: BID PARTICULARS .....	6-1
SECTION 7: BID ITEMS .....	7-1
SECTION 8: BID SHEETS .....	8-1
APPENDIX A: STATEMENT OF MEDICAL FITNESS .....	A-1
APPENDIX B: STATEMENT OF HEALTH AND SAFETY TRAINING .....	B-1
APPENDIX C: RECOMMENDED LEVELS OF PROTECTION .....	C-1
APPENDIX D: SAMPLE TIME AND MATERIALS SUBCONTRACT .....	D-1

## LIST OF TABLES

<u>Table</u>		<u>Page</u>
1	Analytical Results .....	1-3

BID SPECIFICATION  
DRUM REMOVAL AND DISPOSAL  
AT  
THE LACLEDE COAL GAS SITE  
ST. LOUIS, MISSOURI  
F-07-9008-020/FM00579SA

SECTION 1: GENERAL BACKGROUND

Ecology and Environment, Inc. (E & E) with a business office at 1700 N. Moore Street, Suite 1105, Arlington, Virginia 22209 has entered into a contract (Contract No. 68-01-7347) with the United States Environmental Protection Agency (EPA), dated November 1, 1986, to furnish technical, engineering and managerial services in support of Field Investigation activities at uncontrolled hazardous substance facilities.

E & E has completed a site investigation in St. Louis, Missouri. As a result of this investigation, 25 drums of site derived waste were generated.

1.1 SITE DESCRIPTION

The drums are located at the Laclede Coal Gas site (east terminus of Mullanphy Street) in St. Louis, Missouri. The area is flat and accessible to conventional vehicles.

1.2 WASTE GENERATION

During a site investigation in St. Louis, Missouri, twenty five (25) steel 55-gallon drums of site derived waste were generated. The total includes nine (9) drums of soil cuttings, eight (8) drums of decontamination water, three drums of personal protective equipment (PPE) and five (5) drums of PPE and used glass sample jars. All the drums are labeled on the top and sides as to origin and drum number. Letter prefixes to the drum number indicate the matrix within the drum. The letter "P" indicates Plastic and PPE, "B" indicates soil (boring) cuttings, and "W" indicates decontamination water.

The major contaminants identified at this site are coal tar sludges and metal cyanide complexes. See Table 1 for analytical results of a composite sample of the soil cuttings (001) and of the decontamination water (002).

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND		UNITS	001	002				
SM01	SILVER	BY ICAP	MG/KG: 2.6	U				
SM02	ALUMINUM	BY ICAP	MG/KG: 8200	J				
SM03	ARSENIC	BY ICAP	MG/KG: 11	J				
SM04	BARIUM	BY ICAP	MG/KG: 140	J				
SM05	BERYLLIUM	BY ICAP	MG/KG: 1.3	U				
SM06	CADMIUM	BY ICAP	MG/KG: 2.7	J				
SM07	COBALT	BY ICAP	MG/KG: 5.6					
SM08	CHROMIUM	BY ICAP	MG/KG: 14	J				
SM09	COPPER	BY ICAP	MG/KG: 23					
SM10	IRON	BY ICAP	MG/KG: 21000	J				
SM11	MANGANESE	BY ICAP	MG/KG: 490	J				
SM12	MOLYBDENUM	BY ICAP	MG/KG: NA	O				
SM13	NICKEL	BY ICAP	MG/KG: 15					
SM14	LEAD	BY ICAP	MG/KG: 140	J				
SM15	ANTIMONY	BY ICAP	MG/KG: NA	I				
SM16	SELENIUM	BY ICAP	MG/KG: NA	I				
SM17	TITANIUM	BY ICAP	MG/KG: NA	O				
SM18	THALLIUM	BY ICAP	MG/KG: 2.6	U				
SM19	VANADIUM	BY ICAP	MG/KG: 23					
SM20	ZINC	BY ICAP	MG/KG: 87	J				
SM21	CALCIUM	BY ICAP	MG/KG: 27000	J				
SM22	MAGNESIUM	BY ICAP	MG/KG: 3500	J				
SM23	SODIUM	BY ICAP	MG/KG: 520	J				
SM24	POTASSIUM	BY ICAP	MG/KG: 980	J				
SM34	MERCURY	BY COLD VAPOR AA	MG/KG: 0.54	J				
SP01	ALPHA BHC		UG/KG: 790	U				

SAMPLE 001 = SOIL

SAMPLE 002 = WATER

CODES-- U = Less than detection limit

J = Data reported but not valid by approved QC procedures

O = Parameter not analyzed

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002			
SS04 2-CHLOROPHENOL	UG/KG	130000	U			
SS05 1,3-DICHLOROBENZENE	UG/KG	130000	U			
SS06 1,4-DICHLOROBENZENE	UG/KG	130000	U			
SS07 BENZYL ALCOHOL	UG/KG	130000	U			
SS08 1,2-DICHLOROBENZENE	UG/KG	130000	U			
SS09 2-METHYLPHENOL (O-CRESOL)	UG/KG	130000	U			
SS10 BIS(2-CHLOROISOPROPYL) ETHER	UG/KG	130000	U			
SS11 4-METHYLPHENOL (P-CRESOL)	UG/KG	130000	U			
SS12 N-NITROSO-DIPROPYLAMINE	UG/KG	130000	U			
SS13 HEXACHLOROETHANE	UG/KG	130000	U			
SS14 NITROBENZENE	UG/KG	130000	U			
SS15 ISOPHORONE	UG/KG	130000	U			
SS16 2-NITROPHENOL	UG/KG	130000	U			
SS17 2,4-DIMETHYLPHENOL	UG/KG	130000	U			
SS18 BENZOIC ACID	UG/KG	630000	U			
SS19 BIS(2-CHLOROETHOXY) METHANE	UG/KG	130000	U			
SS20 2,4-DICHLOROPHENOL	UG/KG	130000	U			
SS21 1,2,4-TRICHLOROBENZENE	UG/KG	130000	U			
SS22 NAPHTHALENE	UG/KG	210000				
SS23 4-CHLOROANILINE	UG/KG	130000	U			
SS24 HEXACHLOROBUTADIENE	UG/KG	130000	U			
SS25 4-CHLORO-3-METHYLPHENOL	UG/KG	130000	U			
SS26 2-METHYLNAPHTHALENE	UG/KG	130000	U			
SS27 HEXACHLOROCYCLOPENTADIENE	UG/KG	130000	U			
SS28 2,4,6-TRICHLOROPHENOL	UG/KG	130000	U			
SS29 2,4,5-TRICHLOROPHENOL	UG/KG	630000	U			

1  
F

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002				
SS56 3,3'-DICHLOROBENZIDINE	UG/KG	260000	U				
SS57 BENZO(A)ANTHRACENE	UG/KG	130000	U				
SS58 BIS(2-ETHYLHEXYL)PHTHALATE	UG/KG	130000	U				
SS59 CHRYSENE	UG/KG	130000	U				
SS60 DI-N-OCTYL PHTHALATE	UG/KG	130000	U				
SS61 BENZO(B)FLUORANTHENE	UG/KG	130000	U				
SS62 BENZO(K)FLUORANTHENE	UG/KG	130000	U				
SS63 BENZO(A)PYRENE	UG/KG	130000	U				
SS64 INDENO(1,2,3-CD)PYRENE	UG/KG	130000	U				
SS65 DIBENZO(A,H)ANTHRACENE	UG/KG	130000	U				
SS66 BENZO(G,H,I)PERYLENE	UG/KG	130000	U				
ST09 CYANIDE	MG/KG	15					
SV03 CHLOROMETHANE	UG/KG	66	U				
SV04 BROMOMETHANE	UG/KG	66	U				
SV05 VINYL CHLORIDE	UG/KG	66	U				
SV06 CHLOROETHANE	UG/KG	66	U				
SV07 METHYLENE CHLORIDE	UG/KG	33	U				
SV08 1,1-DICHLOROETHYLENE	UG/KG	33	U				
SV09 1,1-DICHLOROETHANE	UG/KG	33	U				
SV10 TRANS 1,2-DICHLOROETHYLENE	UG/KG	33	U				
SV11 CHLOROFORM	UG/KG	33	U				
SV12 1,2-DICHLOROETHANE	UG/KG	33	U				
SV13 1,1,1-TRICHLOROETHANE	UG/KG	33	U				
SV14 CARBON TETRACHLORIDE	UG/KG	33	U				
SV15 BROMODICHLOROMETHANE	UG/KG	33	U				
SV16 1,2-DICHLOROPROPANE	UG/KG	33	U				

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002
SV17 BENZENE	UG/KG	26000	
SV18 TRANS-1,3-DICHLOROPROPENE	UG/KG	33 U	
SV19 TRICHLOROETHYLENE	UG/KG	33 U	
SV20 CIS-1,3-DICHLOROPROPENE	UG/KG	33 U	
SV21 DIBROMOCHLOROMETHANE	UG/KG	33 U	
SV22 1,1,2-TRICHLOROETHANE	UG/KG	33 U	
SV24 BROMOFORM	UG/KG	33 U	
SV25 1,1,2,2-TETRACHLOROETHENE	UG/KG	77	
SV26 TOLUENE	UG/KG	2000	
SV27 1,1,2,2-TETRACHLOROETHANE	UG/KG	33 U	
SV28 CHLOROBENZENE	UG/KG	33 U	
SV29 ETHYL BENZENE	UG/KG	15000	
SV30 ACETONE	UG/KG	66 U	
SV31 CARBON DISULFIDE	UG/KG	33 U	
SV32 2-BUTANONE	UG/KG	NA I	
SV33 VINYL ACETATE	UG/KG	66 U	
SV34 2-HEXANONE	UG/KG	66 U	
SV35 4-METHYL-2-PENTANONE	UG/KG	66 U	
SV36 STYRENE	UG/KG	33 U	
SV37 SULFUR DIOXIDE TOTAL	UG/KG	43000	
WM01 SILICA	BY TCAP	UG/L	10 U
WM02 ALUMINUM	BY TCAP	UG/L	12000
WM03 ARSENIC	BY TCAP	UG/L	51
WM04 BARIUM	BY TCAP	UG/L	1400 J
WM05 BERYLLIUM	BY TCAP	UG/L	5.0 U
WM06 CADMIUM	BY TCAP	UG/L	30

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND		UNITS	001	002		
WM07 COBALT	BY ICAP	UG/L	64			
WM08 CHROMIUM	BY ICAP	UG/L	150			
WM09 COPPER	BY ICAP	UG/L	480			
WM10 IRON	BY ICAP	UG/L	220000			
WM11 MANGANESE	BY ICAP	UG/L	3200			
WM12 MOLYBDENUM	BY ICAP	UG/L	NA	0		
WM13 NICKEL	BY ICAP	UG/L	180			
WM14 LEAD	BY ICAP	UG/L	1100			
WM15 ANTIMONY	BY ICAP	UG/L	60	U		
WM16 SELENIUM	BY ICAP	UG/L	NA	I		
WM17 TITANIUM	BY ICAP	UG/L	NA	0		
WM18 THALLIUM	BY ICAP	UG/L	10	U		
WM19 VANADIUM	BY ICAP	UG/L	260			
WM20 ZINC	BY ICAP	UG/L	1200			
WM21 CALCIUM TOTAL BY ICAP		MG/L	260	J		
WM22 MAGNESIUM TOTAL BY ICAP		MG/L	49			
WM23 SODIUM TOTAL BY ICAP		MG/L	25			
WM24 POTASSIUM TOTAL BY ICAP		MG/L	18	J		
WM34 MERCURY	BY COLD VAPOR AA	UG/L	6 0			
WPO1 ALPHA-BHC		UG/L	2 5	U		
WPO2 BETA-BHC		UG/L	2 5	U		
WPO3 DELTA BHC		UG/L	2 5	U		
WPO4 GAMMA-BHC (LINDANE)		UG/L	2 5	U		
WPO5 ALDRIN		UG/L	2 5	U		
WPO6 DIELDRIN		UG/L	5 0	U		
WPO7 A ENDOSULFAN		UG/L	2 5	U		



TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002
WS10 BIS(2-CHLOROISOPROPYL) ETHER	UG/L	100	U
WS11 4-METHYLPHENOL (P-CRESOL)	UG/L	100	U
WS12 N-NITROSO-DIPROPYLAMINE	UG/L	100	U
WS13 HEXACHLOROETHANE	UG/L	100	U
WS14 NITROBENZENE	UG/L	100	U
WS15 ISOPHORONE	UG/L	100	U
WS16 2-NITROPHENOL	UG/L	100	U
WS17 2,4-DIMETHYLPHENOL	UG/L	100	U
WS18 BENZOIC ACID	UG/L	500	U
WS19 BIS(2-CHLOROETHOXY) METHANE	UG/L	100	U
WS20 2,4-DICHLOROPHENOL	UG/L	100	U
WS21 1,2,4-TRICHLOROBENZENE	UG/L	100	U
WS22 NAPHTHALENE	UG/L	980	
WS23 4-CHLOROANILINE	UG/L	100	U
WS24 HEXACHLOROBUTADIENE	UG/L	100	U
WS25 4-CHLORO-3-METHYLPHENOL	UG/L	100	U
WS26 2-METHYLNAPHTHALENE	UG/L	1200	
WS27 HEXACHLOROCYCLOPENTADIENE	UG/L	100	U
WS28 2,4,6-TRICHLOROPHENOL	UG/L	100	U
WS29 2,4,5-TRICHLOROPHENOL	UG/L	500	U
WS30 2-CHLORONAPHTHALENE	UG/L	100	U
WS31 2-NITROANILINE (ORTHO NITROANILINE)	UG/L	500	U
WS32 DIMETHYLPHTHALATE	UG/L	100	U
WS33 ACENAPHTHYLENE	UG/L	100	U
WS34 3-NITROANILINE	UG/L	500	U
WS35 ACENAPHTHENE	UG/L	230	

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002			
WS36 2,4-DINITROPHENOL	UG/L		500	U		
WS37 4-NITROPHENOL	UG/L		500	U		
WS38 DIBENZOFURAN	UG/L		100	U		
WS39 2,4-DINITROTOLUENE	UG/L		100	U		
WS40 2,6-DINITROTOLUENE	UG/L		100	U		
WS41 DIETHYLPHTHALATE	UG/L		100	U		
WS42 4-CHLOROPHENYL PHENYL ETHER	UG/L		100	U		
WS43 FLUORENE	UG/L		440			
WS44 4-NITROANILINE	UG/L		500	U		
WS45 4,6-DINITRO-2-METHYLPHENOL	UG/L		500	U		
WS46 N-NITROSODIPHENYLAMINE	UG/L		100	U		
WS47 4-BROMOPHENYL PHENYL ETHER	UG/L		100	U		
WS48 HEXACHLOROBENZENE	UG/L		100	U		
WS49 PENTACHLOROPHENOL	UG/L		500	U		
WS50 PHENANTHRENE	UG/L		1000			
WS51 ANTHRACENE	UG/L		270			
WS52 DI-N-BUTYL PHTHALATE	UG/L		100	U		
WS53 FLUORANTHENE	UG/L		380			
WS54 PYRENE	UG/L		560			
WS55 BUTYL BUTYLENE PHTHALATE	UG/L		100	U		
WS56 3,4-DICHLOROBENZIDINE	UG/L		200	U		
WS57 BENZO(A)ANTHRACENE	UG/L		250			
WS58 BIS(2-ETHYHEXYL)PHTHALATE	UG/L		180	U		
WS59 CUPRENE	UG/L		280			
WS60 DI-N-BUTYL PHTHALATE	UG/L		100	U		
WS61 BENZO(B)FLUORANTHENE	UG/L		100	U		

TABLE 1  
SAMPLE ANALYSIS  
LACLEDE COAL GAS, ST. LOUIS, MISSOURI  
T.D.D.-F07-9008-020 PAN-FM00579SA

COMPOUND	UNITS	001	002			
WS62 BENZO(K)FLUORANTHENE	UG/L		120			
WS63 BENZO(A)PYRENE	UG/L		180			
WS64 INDENO(1,2,3-CD)PYRENE	UG/L		100	U		
WS65 DIBENZO(A,H)ANTHRACENE	UG/L		100	U		
WS66 BENZO(G,H,I)PERYLENE	UG/L		100			
WT09 CYANIDE, TOTAL	MG/L		2500			
WV03 CHLOROMETHANE	UG/L		10	U		
WV04 BROMOMETHANE	UG/L		10	U		
WV05 VINYL CHLORIDE	UG/L		10	U		
WV06 CHLOROETHANE	UG/L		10	U		
WV07 METHYLENE CHLORIDE	UG/L		50			
WV08 1,1-DICHLOROETHENE	UG/L		5.0	U		
WV09 1,1-DICHLOROETHANE	UG/L		5.0	U		
WV10 1,2-DICHLOROETHENE, TOTAL	UG/L		5.0	U		
WV11 CHLOROFORM	UG/L		5.0	U		
WV12 1,2-DICHLOROETHANE	UG/L		5.0	U		
WV13 1,1,1-TRICHLOROETHANE	UG/L		5.0	U		
WV14 CARBON TETRACHLORIDE	UG/L		5.0	U		
WV15 BROMODICHLOROMETHANE	UG/L		5.0	U		
WV16 1,2-DICHLOROPROPANE	UG/L		5.0	U		
WV17 BENZENE	UG/L		6.0			
WV19 TRICHLOROETHENE	UG/L		5.0	U		
WV20 CIS-1,3-DICHLOROPROPENE	UG/L		5.0	U		
WV21 DIBROMOCHLOROMETHANE	UG/L		5.0	U		
WV22 1,1,2-TRICHLOROETHANE	UG/L		5.0	U		
WV24 BROMOFORM	UG/L		5.0	U		

## SECTION 2: INFORMATION TO BIDDERS

Questions regarding specific aspects of the work to be performed should be directed to the attention of the E & E project manager, Keith Brown (913/432-9961), and questions concerning contract procedures should be addressed to the E & E ZPMO Subcontracts Manager, Mr. Lewis A. Welzel (703/522-6065) or the E & E Regional Subcontracts Manager, Mr. Wes McCall (913/432-9961).

This removal has been requested by the waste generator, EPA. The storage site is located within the Apex Oil Company's Tank Farm on flat, graveled terrain and, as such, will be accessible by conventional vehicles.

Access to private property will be arranged by E & E and the EPA prior to commencement of the project. All subcontractor personnel must coordinate entry onto the site with E & E.

This project has a high priority rating as assigned by the EPA. The present schedule calls for mobilization of equipment on-site by June 10, 1991.

### SECTION 3: SCOPE OF WORK

The subcontractor will be responsible for the following:

- 1) arranging for, and conducting, the transport of wastes to a disposal facility
- 2) sampling the drums if necessary, and having those samples analyzed for the appropriate compounds or characteristics (if existing sample analyses are not adequate)
- 3) arranging for, and conducting, the disposal of the drums and the wastes contained within the drums
- 4) providing the personnel and equipment to on-load and off-load the drums at all transfer points
- 5) supply and prepare all manifests (EPA/E & E will sign as generator)
- 6) provide documentation that the transportor and disposal facility are in compliance with all appropriate laws and regulations at the time of the waste disposal.

The subcontractor must follow all federal, state and local laws and regulations appropriate to this task. The subcontractor will be responsible for acquiring all necessary permits and licenses for the successful completion of this task.

Upon completion of this task, a report containing the following information shall be submitted to the E & E office identified in Section 5:

- a. brief summary of the work conducted
- b. start and completion dates
- c. copies of all manifests
- d. list of companies and contractors involved in this task
- e. method of disposal and justification
- f. listing of all pertinent transportor or disposal facility codes, i.e. T/S/D numbers as assigned by the USEPA
- g. detailed description of the disposal method
- h. original copies of the certificates of destruction or disposal
- i. documentation that the disposal facility was in compliance with the appropriate and relevant laws and regulations at the time of disposal
- j. copies of all sampling results, and copies of the field sheets as well as the chain-of-custody records.

#### SECTION 4: SITE SAFETY

Because of the hazardous nature of the materials all personnel employed or retained for services by the subcontractor may be required to wear personal protective clothing and respiratory protective equipment while engaged in site-related activities. Appendix B contains U.S. EPA and E & E level of protection guidelines pertaining to personal protective clothing and respiratory equipment. E & E guidelines may at times call for minor modifications within each level of protection. Upon mobilization, the subcontractor shall be prepared to perform work at protection levels up-to and including level C. The required level of protection during operations will be dictated by waste characteristics, site characteristics, and meteorological conditions. In addition, the potential for the need to upgrade protection levels exists at any site where hazardous waste may be found. It is estimated that all work will be conducted in level-D personal protection.

Determination of the need for respiratory protection will be made by E & E personnel on a location-to-location basis. It is anticipated that E & E guidelines will require the use of an air-purifying mask with cartridges during operations at this site.

If needed, the subcontractor is required to provide his employees with respiratory protective equipment and the necessary training in the use of this equipment, E & E will provide respiratory protective equipment to its employees only.

Respiratory protective equipment cannot be used by individuals with long sideburns or beards or by individuals who wear standard eye-glasses or contact lenses. Special eyeglasses that can be worn with the respiratory equipment are available and can be purchased by the subcontractor at his expense.

Other protective equipment which will be required for this task includes chemically resistant coveralls, rubber overshoes, steel-toed safety boots, hard-hats, rubber gloves, and safety goggles, all of which will be furnished by the subcontractor.

Questions regarding levels of protection and related equipment should be addressed to the E & E project manager prior to preparation of the bid proposal. Further, the prospective bidder is requested to carefully review Item 31. "Submission to Physical Examinations and Safety Procedures", Parts A through E, in the sample cost reimbursable contract included as an attachment. Additional safety-related requirements are defined therein.

[NOTE: Prospective bidders are cautioned that the requirement to wear protective equipment while conducting drilling operations may result in some discomfort and added physical stress to the subcontractor employee. Accordingly, prospective bidders should assure themselves that their employee's physical condition will allow them to successfully perform their duties without physical harm or adverse health effects when wearing the protective equipment per OSHA regulations contained in 29 CFR 1910.134 (b) 10.

Further, E & E will require documentation, in advance of field work, stating that the assigned subcontractor field personnel have been approved, from a health standpoint, for the use of respiratory protective equipment and that they comply with all OSHA regulations regarding work on hazardous waste sites. As confirmation of this, the subcontractor is required to complete the enclosed statement of Medical Fitness (Appendix A) and the statement of Health and Safety Training (Appendix B). The subcontractor must present the signed forms to E & E prior to commencement of the project].

## SECTION 5: CONTRACT PARTICULARS

The subcontractor shall, on his own time and at his own expense, procure all permits, licenses, and certificates that may be required of him by law for the execution of the work hereunder. The subcontractor will comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of the work hereunder.

At the completion of field operations, it will be the responsibility of the subcontractor to restore the site as nearly as possible, to its original condition.

Upon completion of the work, complete records of all work including all information specified in Section 3, will be delivered at the expense of the subcontractor to the office of Ecology and Environment, Inc., located at Cloverleaf Building #3, Suite 404, 6405 Metcalf Avenue, Overland Park, Kansas 66202, Attention: Wes McCall.

The contract bid items will include all services, labor, equipment, transportation, material, and supplies needed to complete the work and the disposal. Payment for these items will be provided in the compensation for removal and disposal, and will also include recording and submitting data incidental to each item; and extra waste containerization costs. Any down time incurred by the subcontractor other than delay at the request of E & E will not be a payment item.

No other payments for any specified or indicated work nor for any work implied therefrom will be made. No payment will be made for any incomplete work.

Prior to the start of field operations, the subcontractor shall designate his foreman or representative who will be the only individual authorized to discuss work schedules and related matters with E & E personnel.



## SECTION 6: BID PARTICULARS

The quantities and items stated on the attached bid sheet are E & E's best approximation of the scope of work and are for the specific purpose of comparing bids.

Only bids for the entire scope of work will be accepted.

One (1) bid sheet shall be submitted for the specified work. Bid prices as submitted will remain valid for a period of six months from the date of bid opening in the event there is a delay in awarding the contract. A GSA Optional Form 60 may also be required.

Receipt of any contract additions sent to the bidder must be acknowledged by letter prior to the time of bid opening or by attaching the required documents to the bid at time of submittal.

The following documentation must accompany the complete bid sheets:  
(see cover letter)

1. A letter addressing the following items:
  - a. An estimate of the number of days required to complete the task.
  - b. The earliest date the subcontractor can mobilize after award of the bid.
  - c. The names of at least three references which E & E may contact; in particular, those for which the subcontractor has had experience with removal at hazardous waste/chemical spill sites.
  - d. The type of transportation and disposal proposed.
  - e. Documentation of all pertinent permits and licenses.
2. Proof of minimum insurance coverage.
3. The completed Representations and Certifications Regarding Subcontractor status form.

Bids for the removal and disposal will be received by E & E, Cloverleaf Building #3, Suite 404, 6405 Metcalf Avenue, Overland Park, Kansas 66202 no later than 4:00 p.m., Central Standard time, May 24, 1991. The bid will be enclosed in an envelope which will have the following marking the lower left-hand corner: Bid for: Laclede Drum Removal, TDD #F-07-9008-020/FM00579SA, Attn: Wes McCall, Regional Subcontracts Manager.

The authorization for selected bidder to proceed with the work will be under a subcontract issued by E & E. A unit-price, time and materials type contract, with provision for designated lump sum items, will be used. A copy of E & E's General Terms for Time and Materials Contracts is included. In special cases E & E may request that a subcontractor temporarily proceed with verbal authorization only.

The project has a high priority rating as assigned by the EPA. The bid must be reviewed and approved by E & E and EPA. E & E and the EPA reserve the right to accept the bid most advantageous to the completion of the work or to reject any or all bids, as they may determine in their sole and absolute discretion, and to proceed no further in this matter.

## SECTION 7: BID ITEMS

### Item 1. Mobilization and Demobilization

This item will carry all charges incidental to equipment set-up and removal, in order that the charges need not be distributed among the more variable items of the contract. The item will be paid at the contract lump sum price for mobilization and demobilization and will include the furnishing of personnel, machinery, tools, completed manifests and all other equipment and permits or licenses necessary to carry on and complete the work properly. All material or equipment furnished under this item will remain the property of the subcontractor and will be maintained, cared for, and disposed of by him. This item will include charges for items not otherwise listed in the following items.

### Item 2. Sampling of the Drums

This item will include all charges associated with the collection of the appropriate soil and water samples from the waste drums if deemed necessary. This item will include labor and equipment charges associated with this task. Payment for this item will be made at the lump sum rate as bid.

### Item 3. Sample Analysis

This item will include all charges associated with the transport of samples and the subsequent sample analysis. This item will be paid at the per sample rate as bid.

### Item 4. Removal and Transport of Wastes to the Disposal Facility

This item will include all charges associated with the loading, transport, and unloading of the drummed material. These costs will

include all labor and equipment costs associated with this task. This item will be paid at the contract lump sum price as bid.

Item 5. Disposal of Wastes

This item will include all charges associated with the final disposal or destruction of the drummed waste. This item will be divided into landfilling costs and incineration costs (the landfill option will not be open to liquids and thus this subitem will be treatment). These two categories will be further divided into solid and liquid categories. Bids will be made on each category. This will allow flexibility in selection of the final disposal strategy. These items will include all costs associated with the final disposal of the drummed wastes. Payment of this item will be at the per drum rate as bid. For the purposes of this work, assume all drums to be full, and all soils to be near saturation.

Item 6. Delay Time

If work by the subcontractor is delayed for more than 30 minutes as a result of action by E & E, the subcontractor will be entitled to reimbursement for each delay in excess of 30 minutes. Both the subcontractor and E & E will jointly record and verify any such instances and the time involved in excess of 30 minutes. At the project completion, the subcontractor will be paid for the accumulated totals of these delays. Payment will be at the hourly rate as bid. This payment does not include time for difficult moving.

Bid Sheet  
 for  
 Drum Removal and Disposal  
 Laclede Coal Gas Site  
 St. Louis, Missouri  
 TDD #F-07-9008-020      PAN #FM00579SA

Bid

Item	Description	Unit Price	Estimated Totals
1	Mobilization/Demobilization.....		Lump Sum= _____ (1)
2*	Drum sampling .....		Lump Sum= _____ (2)
3*	Sample analysis .....	\$ _____/Drum x 17 Drums =	_____ (3)
4	Drum Transport .....		Lump Sum= _____ (4)
5	Drum/Waste Disposal		
	Subitems		
	a)solid + incineration .....	\$ _____/Drum x 17 Drums =	_____ (5a)
	b)solid + landfilling .....	\$ _____/Drum x 17 Drums =	_____ (5b)
	**c)liquid + incineration .....	\$ _____/Drum x 0 Drums =	_____ (5c)
	d)liquid + treatment .....	\$ _____/Drum x 8 Drums =	_____ (5d)
	Total (5a+5b+5c+5d) 25 Drums =		_____ (5)
6	Delay Time .....	\$ _____/Hour x 4 hours=	\$ _____ (6)
TOTAL BID ..... (1+2+3+4+5+6) .....=\$ _____			

COMPANY: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE/TITLE OF AUTHORIZED COMPANY REPRESENTATIVE:

DATE: \_\_\_\_\_

\* Use only if deemed necessary by bidder.

\*\* Indicate unit cost in case this action is necessary.

EXHIBIT 2

COST/PRICE DATA

EXHIBIT 2

COST/PRICE DATA

Transport and Disposal of 25 drums of site derived  
waste at the Laclede Coal Gas site in St. Louis, Missouri

PAN F-07-9008-020

TDD No. FM00579SA

The work to be performed hereunder shall be on a Time and Materials basis with a not-to-exceed dollar obligation of thirty five thousand, eith hundred, eighty-two and 00/100 dollars (\$35,882.00). Invoices must show unit costs, proper price extension, and must be supported by appropriate documentation.

The not-to-exceed total obligated hereunder is predicated on the cost quotation from Remediation Services, Inc. dated May 23, 1991, attached hereto.

Invoices are to be forwarded to ECOLOGY AND ENVIRONMENT, INC., 6405 Metcalf, Suite 404, Overland Park, Kansas 66202 for approval by Mike Labuda, the Project Manager before being forwarded for processing and payment.

The Subcontractor is also requested to submit the attached "Subcontractor Cost Release" form with your final invoice.

SUBCONTRACTOR'S COST RELEASE

Instructions

SUBCONTRACTOR: Submit original and 2 copies. Sign original and conform signature on copies.

Pursuant to the terms and conditions of this subcontract dated  
> \_\_\_\_\_, 19>\_\_ and in consideration of the sum of > \_\_\_\_\_  
\_\_\_\_\_ Dollars \$(> \_\_\_\_\_) which has  
(Total of Cost Paid and Payable)

been or is due to be paid under the said subcontract to Remediation  
Services, Inc. at 11401 Moog Drive, St. Louis, Missouri, herein called  
the

(Subcontractor's Name and Address)

subcontractor to its assignees, if any, does release, and discharge  
Ecology and Environment, Inc. of all liabilities related to costs  
incurred by the subcontractor under the said subcontract during the  
period > \_\_\_\_\_, except for:

1. Specified claims in stated amounts or in estimated amounts  
where the amounts are not susceptible of exact statement, as follows:  
(If none so state) > \_\_\_\_\_  
\_\_\_\_\_

2. Claims, together with reasonable expenses incidental thereto,  
based upon the liabilities of the Subcontractor to third parties arising  
out of the performance of the said subcontract, which are not known to  
the Subcontractor on the date of the execution of this release.

IN WITNESS WHEREOF, this release has been executed this > \_\_\_\_\_ day  
of > \_\_\_\_\_ 19>\_\_.

Remediation Services, Inc.  
(SUBCONTRACTOR OR CORPORATE NAME)

BY:> \_\_\_\_\_

> \_\_\_\_\_





May 23, 1991

Ecology and Environment, Inc.  
Cloverleaf Building #3, Suite 404  
6405 Metcalf Avenue  
Overland Park, Kansas 66202

RE: Laclede Coal Gas Site, St. Louis, Missouri  
Drum Disposal (25)  
TDD #F-07-9008-020/FM00579SA

Dear Mr. McCall:

Thank you for the opportunity to present a proposal on the disposal of 25 drums from the above mentioned facility. Our proposal is broken down into the following categories for your review:

1. Proposal and Bid Form
  - A. A statement that all work performed will be in accordance with the specifications set forth in the Information for Bidders Package and which will stand in a Court of Law.
  - B. Statement of Qualifications
  - C. References
  - D. Licenses and Permits
  - E. Time Schedule
  - F. Major Equipment
  - G. Insurance
  - H. Removal and Disposal Plan
  - I. Subcontract Disposal Form

If you have any questions, please do not hesitate to call me at (314) 567-5300.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin E. Dyer'. The signature is fluid and cursive, with the first name 'Kevin' being the most prominent part.

Kevin E. Dyer

Bid Sheet  
for  
Drum Removal and Disposal  
Laclede Coal Gas Site  
St. Louis, Missouri  
TDD #F-07-9008-020      PAN #FM00579SA

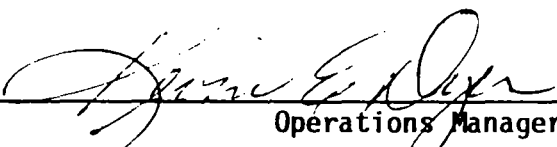
Bid

Item	Description	Unit Price	Estimated Totals
1	Mobilization/Demobilization.....	Lump Sum=	<u>2,286.00</u> (1)
2*	Drum sampling .....	Lump Sum=	<u>1,825.00</u> (2)
3*	Sample analysis .....	\$ <u>190.00</u> /Drum x 17 Drums =	<u>3,230.00</u> (3)
4	Drum Transport .....	Lump Sum=	<u>1,422.00</u> (4)
5	Drum/Waste Disposal		
	Subitems		
	a)solid + incineration .....	\$ <u>995.00</u> /Drum x 17 Drums =	<u>16,915.00</u> (5a)
	b)solid + landfilling .....	\$ <u>212.00</u> /Drum x 17 Drums =	<u>3,604.00</u> (5b)
**c)	liquid + incineration .....	\$ <u>475.00</u> /Drum x 0 Drums =	<u>-0-</u> (5c)
	d)liquid + treatment .....	\$ <u>750.00</u> /Drum x 8 Drums =	<u>6,000.00</u> (5d)
	Total (5a+5b+5c+5d) 25 Drums	=	<u>26,519.00</u> (5)
6	Delay Time .....	\$ <u>150.00</u> /Hour x 4 hours=	\$ <u>600.00</u> (6)
TOTAL BID .....		(1+2+3+4+5+6) .....	= <u>\$35,882.00</u>

COMPANY: Remediation Services, Inc.

TELEPHONE NUMBER: (314) 567-5300

SIGNATURE/TITLE OF AUTHORIZED COMPANY REPRESENTATIVE:

  
 \_\_\_\_\_  
 Operations Manager  
 DATE: May 23, 1991

\* Use only if deemed necessary by bidder.

\*\* Indicate unit cost in case this action is necessary.

**RSI ASSUMPTIONS**  
Laclede Coal Gas Site  
Drum Disposal  
Dated May 23, 1991  
Page 1 of 2

RSI's proposal is based on several assumptions. First, it is assumed that all soil debris in the drums (17 drums) would be disposed of at Peoria Disposal Company, (PDC) Peoria, Illinois. The liquids (8 drums) would be disposed of at Clean Harbors facility in Braintree Massachusetts. Furthermore the owner has the ultimate responsibility to choose the disposal site with RSI adjusting the disposal price for the **ACTUAL** difference between the above mentioned facilities and any other site chosen by the owner. The possibility exists that PDC or Clean Harbors may not accept all or part of the waste for disposal or the owner may choose another site. In either case a contract modification would be negotiated.

In accepting this proposal, the Owner (generator) accepts the quoted disposal facilities as the disposal facilities of the Owner's choice.

It is assumed that all work will be performed in level "D" or "C" protective gear.

RSI assumes that utilities such as but not limited to water and electricity facilities are present and accessible.

RSI's unit prices are based on the quantities as shown in the proposal. If the quantities exceed those as stated in the proposal, it is assumed that the actual quantities will be paid for at the respective unit prices.

Our prices are based on monthly invoicing of percent completion and unit bid items completed to date as detailed in the specifications, with the balance due 20 days thereafter. An interest charge of 1 1/2% monthly will be assessed on all overdue accounts.

The time frame included in the proposal does not anticipate delays due to strikes, weather or other delays outside of RSI's control.

The incineration disposal prices are based on the material not requiring any surcharges based on including but not limited to ash content, chlorides, and BTU's.

The landfill prices are based on the material being accepted by PDC for landfilling and not requiring any stabilization beyond PDC's standard mix.

The liquids treatment and disposal option is based on the material being transported to the Clean Harbors facility in Braintree, Massachusetts. The liquids treatment option prices are based on the pH of the material being between 3 and 8 and less than 1 inch of solids in each drum. If the material turns out to be a listed waste requiring a specified technology for treatment prior to disposal, or if there is any other characteristic which causes the disposal price to increase, a contract modification would be negotiated.

**RSI ASSUMPTIONS**  
Laclede Coal Gas Site  
Drum Disposal  
Dated May 23, 1991  
Page 2 of 2

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless REMEDIATION SERVICES, Inc. and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, liabilities, damages, losses and expenses, whether direct or indirect or consequential, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the services or work of REMEDIATION SERVICES, Inc. or any claims against REMEDIATION SERVICES, Inc. arising out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water sources, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. It is understood that REMEDIATION SERVICES, Inc. is not the generator of any hazardous or toxic substances found, treated, or removed under this contract and shall not be identified as such under any circumstances. Such indemnification shall not apply to claims, damages, losses or expenses which are finally determined to result from willful or reckless disregard, negligence or material breach by REMEDIATION SERVICES, Inc. of its obligations under this CONTRACT.

# ATTACHMENT "A"

## STATEMENT OF WORK PERFORMANCE

All work performed by RSI would be accomplished in acceptable industry standards for an enforcement sensitive site. This would be accomplished through following the specifications as set forth in the proposal dated May 14, 1991 number F-07-9008-020/FM00579SA.

# ATTACHMENT "B"

## **THE RSI TEAM**

### **PRESENTATION OF QUALIFICATIONS**

#### **OPERATIONS MANAGER**

**KEVIN DYER** - Having a Bachelor of Science degree in both Biology and Civil Engineering and nine (9) years of environmental engineering experience with the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers as well as his most recent experience with a large environmental engineering firm, Mr. Dyer has outstanding credentials for the Operations Manager's position. Although too numerous to detail all of Kevin's experiences, the following do warrant mentioning:

- Reviewed EPA, State and local environmental records, sampled groundwater, surface and subsurface soils.
- Conducted Site Assessments on commercial property transfers for the potential hazard of contamination.
- Interpreted and applied rules, regulations, and policies for work to be performed on hazardous waste sites and EPA construction grants.
- Provided training for EPA construction grants and hazardous waste personnel.
- Acted as technical advisor pertaining to CERCLA/SARA hazardous waste management, TSCA (PCBs), asbestos, RCRA and other environmental issues.
- Provided training to Area staff in spill response, personnel protection and safety, sampling, and hazardous waste management.
- Experienced in underground storage tank removal and remediation activities.

#### **MARKETING - ESTIMATOR**

**WILLIAM J. HLADICK, JR.** - Involved in conducting a broad spectrum of field consultant activities. Conducted miscellaneous industrial hygiene surveys, i.e. testing for carbon monoxide, lead, organic gases, etc. Conducted laboratory testing in conjunction with Illinois Geological Survey projects on sulphur extraction and analyzing data from numerous analyses. Holds a Bachelors of Science degree, Biochemistry.

#### **GEOLOGIST**

**RANDY MASON** - Consulting geologist for drilling projects and exploration projects of regional and local scale; included mapping, sampling and drilling and processing samples for geochemical analysis. Consultant to blasting contractors for seismological vibration control. Involved with pre-blast inspections of structures, damage claim investigations, and blast design and monitoring. Holds a Bachelors of Science degree, Geology and Geophysics.



## **KEVIN E. DYER**

### **QUALIFICATIONS**

Extensive experience and knowledge of EPA/OSHA rules and regulations from the implementation/interpretation of said to the management of projects in excess of \$25 million, as well as the direct on-site experience in multiple environmental engineering disciplines.

Provided consulting services to clients on matters involving the Clean Air Act, Resource Conservation and Recovery Act, Comprehensive Environmental Compensation and Liability Act and Toxic Substances Control Act.

Wrote and estimated costs for proposals, including addressing all aspects of the National Contingency Plan to complete a Remedial Investigation/Feasibility Study.

Reviewed EPA, State and local environmental records, sampled groundwater, surface and subsurface soils.

Negotiated with state and federal agencies as it pertained to proposed construction and/or acquisition of right-of-ways along planned highway improvements. These improvements may involve underground storage tanks, landfills, National Priority Listed sites, CERCLIS sites or any other site which may pose an environmental liability on the State Highway Department.

Conducted Site Assessments on commercial property transfers for the potential hazard of contamination.

Interpreted and applied rules, regulations, and policies for work to be performed on hazardous waste sites and EPA construction grants. Provided training for EPA construction grants and hazardous waste personnel.

Acted as technical advisor pertaining to CERCLA/SARA hazardous waste management, TSCA (PCBs), asbestos, RCRA and other environmental issues.

Provided training to Agency staff in spill response, personnel protection and safety, sampling, and hazardous waste management.

## **BUSINESS EXPERIENCE**

<b>REMEDIATION SERVICES, INC., St. Louis, MO</b>	1990
Operations Manager	
<b>SEICO, INC.</b>	1989 to 1990
Environmental Engineer	
<b>BOONEVILLE POWER ADMINISTRATION</b>	1988 to 1989
Environmental Coordinator	
<b>U.S. ARMY CORPS OF ENGINEERS</b>	1984 to 1988
Lead Engineer	
<b>ENVIRONMENTAL PROTECTION AGENCY</b>	1979 to 1984
Environmental Engineer	

## **EDUCATION**

University of Illinois - Champaign/Urbana - Bachelor of Science, Biology, 1976

University of Illinois - Champaign/Urbana - Bachelor of Science, Civil Engineering, 1978

400+ hours of Continuing Education -  
Environmental Engineering/Hazardous Waste Management

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## **HAZARDOUS MATERIALS CERTIFICATION COURSE**

### **8 HOUR REFRESHER TRAINING**

This is to certify that

*KEVIN E. DYER*

has completed the 8 hour Refresher Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

20 July 1990  
Date Completed

# U.S. ENVIRONMENTAL PROTECTION AGENCY

*This certifies that*

KEVIN E. DYER

*has completed the*

PERSONNEL PROTECTION AND SAFETY (165.2)  
Training Course  
July 22 - 26, 1985  
Des Moines, Iowa  
2.6 Continuing Education Units Awarded

*Presented by the*

**OFFICE OF EMERGENCY AND REMEDIAL RESPONSE**

  
\_\_\_\_\_  
*Course Director*

  
\_\_\_\_\_  
*Training Coordinator,  
Environmental  
Response Branch*

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

**BOB COOK**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*18 January 1991*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

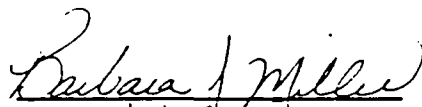
## HAZARDOUS MATERIALS CERTIFICATION COURSE

40 HOUR TRAINING

This is to certify that

**MIKE GWINN**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

  
Instructor

25 February 1991  
Date Completed

**WILLIAM J. HLADICK, JR.**

**Education**

Bachelors of Science in Biochemistry, 1986, University of Illinois

**Employment History**

Senior Estimator, Remediation Services, Inc. 1990-Present  
(Affiliate of FCA Services, Inc.)

Senior Estimator, FCA Services, Inc. 1990-Present

Estimator, Chemical Waste Management, Inc. & Affiliates 1987-1989  
Responsible for estimating hundreds of projects up to \$5,000,000 in size.

Senior Technician, John Jurgiel & Associates (Consulting) 1985-1987  
Duties involved conducting a broad spectrum of field consultant activities. Conducted identification surveys in commercial, industrial and public buildings. Oversaw monitoring programs for hundreds of projects. Conducted miscellaneous industrial hygiene surveys, i.e. testing for carbon monoxide, lead, organic gases, etc.

Project Manager, Illinois Abatement Act Projects 1985  
Responsible for enforcement of Illinois Asbestos Abatement Act for schools. Served as a free-lance Project Manager.

Lab Analyst, Illinois State Geological Survey 1983-1985  
Conducted laboratory testing in conjunction with Illinois Geological Survey's project on sulphur extraction from Illinois coal. Duties also included analyzing data from numerous analyses.

# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## *HAZARDOUS MATERIALS CERTIFICATION COURSE*

40 HOUR TRAINING

This is to certify that

*WILLIAM JOSEPH HLADICK, JR.*

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*19 March 1991*  
Date Completed



# *THE ENVIRONMENTAL TRAINING INSTITUTE*

## *HAZARDOUS MATERIALS CERTIFICATION COURSE*

### *8 HOUR MANAGER/SUPERVISOR TRAINING*

This is to certify that

*RANDAL A. MASON*

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*13 March 1991*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

*GENE MONETTI*

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Burlina Miller*  
Instructor

*20 September, 1990*  
Date Completed

## CRAIG NANCE

### Education

O'Fallon High School, Graduate 1976

40 Hours Toward Associate Degree in Applied Science and Electronics

### Employment History

REMEDIATION SERVICES, INC., St. Louis, MO  
Heavy Equipment Engineer

1990

GRANITE CITY STEEL, Granite City, IL  
Heavy Equipment Operator

1977-90

### Experience

Broad experience in heavy equipment operations including the following:

- Dozers
- Hi-Lift Loaders
- Backhoes
- Cranes
- Scrapers
- Bobcats
- Tractors

### Professional Certifications

OSHA Hazardous Materials Training (40 Hours)  
Numerous Safety and Procedure Training

### Professional Affiliations

Operating Engineers Local 520 - 1975 to present

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 8 HOUR MANAGER/SUPERVISOR TRAINING

This is to certify that

*CRAIG NANCE*

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Brian J. Miller*  
Instructor

*25 May 1990*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

**CRAIG NANCE**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J Miller*  
Instructor

*8 May 1990*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 8 HOUR MANAGER/SUPERVISOR TRAINING

This is to certify that

**STEVE ROBINSON**

has completed the 8 hour Manager/Supervisor Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*26 January 1990*  
Date Completed

# THE ENVIRONMENTAL TRAINING INSTITUTE

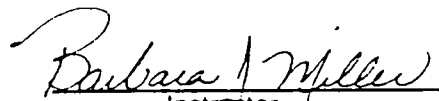
## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 8 HOUR REFRESHER TRAINING

This is to certify that

**TODD TIPTON**

has completed the 8 hour Refresher Training Course  
in compliance with OSHA 29CFR1910.120

  
Instructor

15 February 1991  
Date Completed



# THE ENVIRONMENTAL TRAINING INSTITUTE

## HAZARDOUS MATERIALS CERTIFICATION COURSE

### 40 HOUR TRAINING

This is to certify that

**TOM TIPTON**

has completed the 40 Hour Hazardous Materials Training Course  
in compliance with OSHA 29CFR1910.120

*Barbara J. Miller*  
Instructor

*18 January 1991*  
Date Completed



# ATTACHMENT "C"

**REMEDIATION SERVICES, INC.**  
**COMPLETED JOBS AND REFERENCES**

Below we have listed several projects and references for your review which Remediation Services, Inc. has been affiliated with, performed remediation projects and are representative of our diversified experience.

This information is submitted in strict confidence and should **NOT** be discussed with anyone other than those involved with the evaluation of Remediation Services, Inc. for the work currently being considered.

**CONTACT NAME AND NUMBER**

**TYPE OF FACILITY**

City of Pevely  
Mr. Russ Michler  
(314) 479-4453

Government Agency  
City Maintenance Yard

Geotechnology, Inc.  
Mr. Scot Miller  
(314) 997-7440

Engineering Consultants

Equitable Real Estate Management  
Mr. Mike Klamm  
(314) 421-5900

Real Estate Management

U.S. Durum Milling  
Mr. James Meyer  
(314) 638-1447

Flour & Pasta Manufacturer

Villa Duchesne/Oak Hill School  
Mr. Mike Sawicki  
(314) 432-2023

Educational Facility

General Electric  
Mr. James F. Bratton  
(314) 726-9103

St. Louis Lamp Plant

Crown Manufacturing  
Mr. Joe Scott, Jr.  
(314) 532-8050

Door/Window/Awning Manufacturer

CONTACT NAME AND NUMBER

TYPE OF FACILITY

O'Brien & Gere  
Mr. Gary Fern  
(314) 842-4550

Consultants

Supply/Service, Inc.  
Mr. Ronald N. Carter  
(314) 963-1717

Equipment Supplier

Mead McClelland  
Mr. Guy McClelland  
(314) 773-8300

Corporate Acquisition Group

Bryan, Cave, McPheeters & McRoberts  
Mr. Nicholas Gladding  
(314) 231-8600

Environmental Law Firm

# ATTACHMENT "D"

## PERMITS

No Federal or State permits are anticipated for this project. It is assumed that the Generator has the appropriate State, and Federal generator ID numbers.

# ATTACHMENT "E"

## TIME SCHEDULE

RSI could mobilize on the project within 10 days of an issuance of a notice to proceed. Disposal facilities require samples prior to waste stream acceptance. These samples would be taken on the first day and delivered to the disposal facilities for analysis and waste stream acceptance.

Waste stream analysis and acceptance will take approximately 5 weeks.

Transportation and scheduling into a facility will take an additional 1 to 4 weeks.

# ATTACHMENT "F"



## MAJOR EQUIPMENT

The only major equipment anticipated to utilized is a rubber tired backhoe or fork lift to move the drums and to load them onto the transportation vehicles.

# ATTACHMENT "G"

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/30/91

12/01/90

**PRODUCER**

1  
The Lockton Insurance Agency  
1 Cityplace, 1 Cityplace Dr., #160  
Saint Louis MO 63141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**COMPANIES AFFORDING COVERAGE**

**CODE**

SUB-CODE

**INSURED**

784

REMEDATION SERVICES, INC.  
D/B/A RSI, INC.  
11401 Moog Drive  
Saint Louis MO 63146

COMPANY  
LETTER A

Liberty Mutual/W.C.-Assigned Risk

COMPANY  
LETTER B

Planet Insurance Company

COMPANY  
LETTER C

COMPANY  
LETTER D

COMPANY  
LETTER E

**COVERAGES**

7M

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	<b>GENERAL LIABILITY</b>				<b>GENERAL AGGREGATE</b> \$1,000
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	HGR123933801	11/30/90	11/30/91	<b>PRODUCTS-COMP/OPS AGGREGATE</b> \$1,000
	<input checked="" type="checkbox"/> CLAIMS MADE OCCUR.				<b>PERSONAL &amp; ADVERTISING INJURY</b> \$1,000
	<b>OWNER'S &amp; CONTRACTOR'S PROT.</b>				<b>EACH OCCURRENCE</b> \$1,000
					<b>FIRE DAMAGE (Any one fire)</b> \$100
					<b>MEDICAL EXPENSE (Any one person)</b> \$5
	<b>AUTOMOBILE LIABILITY</b>				<b>COMBINED SINGLE LIMIT</b> \$1,000
	<input checked="" type="checkbox"/> ANY AUTO				<b>BODILY INJURY (Per person)</b> \$
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> ALL OWNED AUTOS				<b>BODILY INJURY (Per accident)</b> \$
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> SCHEDULED AUTOS	HKA125003901	11/30/90	11/30/91	<b>PROPERTY DAMAGE</b> \$
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> HIRED AUTOS				<b>EACH OCCURRENCE</b> \$
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> NON-OWNED AUTOS				<b>AGGREGATE</b> \$
	<input checked="" type="checkbox"/> GARAGE LIABILITY				
	<b>EXCESS LIABILITY</b>				
	Umbrella Form				
	OTHER THAN UMBRELLA FORM				
	<b>WORKER'S COMPENSATION</b>				<b>STATUTORY</b>
	AND				\$ 100 (EACH ACCIDENT)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	WC1-341-401318-010	12/01/90	12/01/91	\$ 500 (DISEASE-POLICY LIMIT)
	OTHER				\$ 100 (DISEASE-EACH EMPLOYEE)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Pollution Liability	HTB123920001	11/30/90	11/30/91	\$500, each Occurrence - \$1,000, Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

10906

TO WHOM IT MAY CONCERN

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES:

AUTHORIZED REPRESENTATIVE

*S. Whitaker*

*J. Brown*

# J.W. TERRILL I N C

March 22, 1991

RE: Nacor, Inc. and Subsidiaries:  
FCA Services, Inc.  
FCA Services West, Inc.  
Select Environmental, Inc.  
Select Environmental East, Inc.  
Remediation Services, Inc.

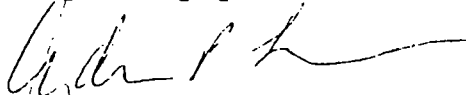
To Whom it May Concern:

J. W. Terrill, Inc. has been pleased to provide surety credit for Nacor, Inc. and Subsidiaries for several years. During our long term relationship with Nacor, Inc. we have never had a question as respects to workmanship or their ability to perform.

Due to Nacor's reputation, technical expertise, financial strength, equipment and quality labor force, we stand prepared to execute Treasury listed performance and payment bonds for various projects for single jobs in excess of \$2,500,000.

Please do not hesitate to contact our office if you have any questions regarding a specific bond request.

Very truly yours,



Andrew P. Thome  
Bond Manager

AT/36124

# ATTACHMENT "H"

## SUGGESTED REMOVAL AND DISPOSAL OPTIONS

Landfilling of the solids is the most economical solution to dispose of the cuttings and personnel protective equipment. This is based on the assumption that the material can be accepted by PDC. PDC has indicated that the material can be accepted based on the analytical results in the specifications, however, formal approval must be made on a sample to be shipped to PDC for analysis.

Treatment of the liquids and disposal would be completed by Clean Harbors. The liquids would be hauled to their Braintree Massachusetts location for treatment if necessary and disposal. The pricing of the disposal is based on their formal acceptance of the waste based on analytical results.

Incineration is an option for the liquids. The liquids can be economically disposed of at the Trade Waste Incinerator in Sauget. TWI's proximity to the St. Louis area lends itself to be more economical than other alternatives. Again, formal approval is based on a sample which must be analyzed and reviewed.

# ATTACHMENT "I"

REPRESENTATIONS AND  
CERTIFICATIONS REGARDING SUBCONTRACTOR STATUS

1. SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

- A. The offeror/contractor certifies that he is ☐, is not ☒, a small business concern as defined in accordance with Section 3 of the Small Business Act (15 U.S.C. 632):
- B. The offeror/contractor certifies that he is small business (as set forth in A. above) and is ☐, is not ☒, owned and controlled by socially and economically disadvantaged individuals. Such a firm is defined as one:
- o Which is at least 51 percent owned by one or more such individuals or, in the case of publicly owned business, at least 51 percent of the stock is owned by such individuals,
  - o Whose management and daily business operations are controlled by one or more such individuals, and
  - o Which management and daily operations are controlled by one or more such individuals, and
  - o Which certifies concerning said ownership and control in accordance with Section C. below.
- C. The offeror/contractor certifies that he is ☐, is not ☒, a minority individual(s) in accordance with C.1. below or that he is ☐, is not ☒, socially and economically disadvantaged in accordance with Section C.2 or C.3. Socially and economically disadvantaged individuals are defined as:
1. United States citizens who are Black Americans, Hispanic Americans, Native Americans, or other specified minorities;
  2. Any other individual found to be disadvantaged pursuant to Section 8(a) of the Small Business Act (15 U.S.C. 637); or



3. Any other individual defined as socially, and economically disadvantaged, for purposes relating to other sections of the

Small Business Act.

2. WOMAN-OWNED BUSINESS

Concern is ☐, is not ☒, a woman-owned business. A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. "Controlled" is defined as exercising the power to make policy decisions.

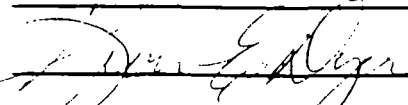
"Operated" is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts may be unable to answer the question. Such businesses may voluntarily represent that they are, or are not, women-owned if this information is available.

3. PLACE OF PERFORMANCE

For the purpose of identifying work performed in labor surplus areas, we stipulate the intended principal place of performance for the work described in this offer is:

<u>Lacled Coal Gas Site</u>		
<u>Street Address</u>		
<u>St. Louis,</u>	<u>St. Louis,</u>	<u>Missouri</u>
<u>City</u>	<u>County</u>	<u>State</u>

☐ This area has been designated as a Labor Surplus Area.

FIRM	<u>Remediation Services, Inc.</u>
SIGNATURE	<u></u>
TITLE	<u>Operations Manager</u> <u>(Authorized Representative)</u>
DATE	<u>May 22, 1991</u>